

K# 9129

MASTER AGREEMENT

COVERING PLASTERERS IN THE STATE OF HAWAII

By and between

**OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION OF THE UNITED
STATES AND CANADA, LOCAL UNION #630, AFL-CIO**

And

HAWAII WALL & CEILING INDUSTRY ASSOCIATION

Effective September 1, 2014 and including August 31, 2019

HAWAII WALL & CEILING INDUSTRY ASSOCIATION
AND
OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA, LOCAL #630, AFL-CIO

Schedule of Wage and Benefit Increases

01/09/15	Present	Effective 09/01/14 \$1.98	Effective 8/31/2015 \$2.06	Effective 8/29/2016 \$2.01	Effective 9/4/2017 \$2.10	Effective 9/3/2018 \$1.95	Present	Apprentices Indentured from 9/1/03 *****						
								Effective 9/1/2014 \$1.33	Effective 8/31/2015 \$1.06	Effective 8/29/2016 \$0.96	Effective 8/29/2017 \$1.05	Effective 9/3/2018 \$0.85		
Wage Rate		\$0.65	\$0.75	\$0.75	\$0.75	\$0.80								
Journeyman	\$37.64	\$38.29	\$39.04	\$39.79	\$40.54	\$41.34								
Working Foreman \$1.00	\$38.64	\$39.29	\$40.04	\$40.79	\$41.54	\$42.34								
Foreman* \$2.00	\$39.64	\$40.29	\$41.04	\$41.79	\$42.54	\$43.34								
Health & Welfare	\$6.87	\$0.65 \$7.52	\$0.60 \$8.12	\$0.55 \$8.67	\$0.45 \$9.12	\$0.40 \$9.52		\$0.65 \$7.52	\$0.60 \$8.12	\$0.55 \$8.67	\$0.45 \$9.12	\$0.40 \$9.52		
Pension	\$5.00	\$0.40 \$5.40	\$0.40 \$5.80	\$0.30 \$6.10	\$0.25 \$6.35	\$0.25 \$6.35	\$1.00	\$0.40 \$1.40	\$0.40 \$1.80	\$0.30 \$2.10	\$0.25 \$2.35	\$0.25 \$2.35		
Vacation & Holiday	\$5.00	\$5.00	\$5.00	\$5.00	\$0.25 \$5.25	\$0.25 \$5.50	\$2.00	\$2.00	\$2.00	\$2.00	\$0.25 \$2.25	\$0.25 \$2.50		
Vac/Hol Administrative Fee**		\$0.20 \$0.20	\$0.20	(\$0.05) \$0.15	\$0.15	\$0.15		\$0.20 \$0.20	\$0.20	-\$0.05 \$0.15	\$0.15	\$0.15		
Apprenticeship/Training	\$1.05	\$1.05	\$0.06 \$1.11	\$0.06 \$1.17	(\$0.01) \$1.16	\$1.16	\$0.50	\$0.04 \$0.54	\$0.06 \$0.60	\$0.06 \$0.66	\$0.06 \$0.66	\$0.66	\$0.66	
OPCMIATF****		\$0.08 *** \$0.08	\$0.08	\$0.08	\$0.01 \$0.09	\$0.09		\$0.04 \$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Annuity	\$5.30	\$5.30	\$5.30	\$0.10 \$5.40	\$0.10 \$5.50	\$0.20 \$5.70	\$0.50	\$0.50	\$0.50	\$0.10 \$0.60	\$0.10 \$0.70	\$0.20 \$0.90		
Research and Development	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25								
TOTAL FRINGE/OPTIONS			\$0.25	\$0.55	\$0.85	\$1.15								
TOTAL PACKAGE														
Journeyman	\$61.11	\$63.09	\$65.15	\$67.16	\$69.26	\$71.21								
Working Foreman \$1.00	\$62.11	\$64.09	\$66.15	\$68.16	\$70.26	\$72.21								
Foreman* \$2.00	\$63.11	\$65.09	\$67.15	\$69.16	\$71.26	\$73.21								

**VAC/HOL Admin fee of the Employers contribution is non taxable

*Foreman - Shall also work with the tools of the trade as required by the Contractor

Effec. 9/01/14- \$2.79 per hour Work Assessment for Journeymen
Effec. 9/01/14 - \$.35 per hour MPFA for Journeymen and Apprentices

Effec. 9/01/14-\$2.51 per hour Work Assessment for apprentices indentured before 9/01/03
Effec. 9/01/14-\$2.36 per hour Work Assessment for apprentices indentured from 9/01/03

Apprentices indentured before 9/01/03 – Regular contributions for Health and Welfare and Research and Development Funds applies with scheduled rate increases.
- All other Trust Fund benefits shall apply and be made on behalf of these apprentices after 1,000 work hours attained.

Apprentices indentured from 9/01/03 –Regular contributions for Health and Welfare Fund applies with scheduled rate increases.
- All other Trust Fund benefits, with contribution rates shown above, shall apply and be made on behalf of these apprentices from the first work hour with no scheduled increases on only these contribution rates shown above until journeyman status is attained.

WAGE RATES

HAWAII WALL & CEILING INDUSTRY ASSOCIATION
AND
OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA, LOCAL #630, AFL-CIO

Schedule of Wage and Benefit Increases

01/09/15	Present	Effective 09/01/14 \$1.98	Effective 8/31/2015 \$2.06	Effective 8/29/2016 \$2.01	Effective 9/4/2017 \$2.10	Effective 9/3/2018 \$1.95	Present	Apprentices Indentured from 9/1/03 *****					
								Effective 9/1/2014 \$1.33	Effective 8/31/2015 \$1.06	Effective 8/29/2016 \$0.96	Effective 8/29/2017 \$1.05	Effective 9/3/2018 \$0.85	
Wage Rate		\$0.65	\$0.75	\$0.75	\$0.75	\$0.80							
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Health & Welfare	\$6.87	\$0.65 \$7.52	\$0.60 \$8.12	\$0.55 \$8.67	\$0.45 \$9.12	\$0.40 \$9.52		\$0.65 \$7.52	\$0.60 \$8.12	\$0.55 \$8.67	\$0.45 \$9.12	\$0.40 \$9.52	
Pension	\$5.00	\$0.40 \$5.40	\$0.40 \$5.80	\$0.30 \$6.10	\$0.25 \$6.35	\$0.25 \$6.35	\$1.00	\$0.40 \$1.40	\$0.40 \$1.80	\$0.30 \$2.10	\$0.25 \$2.35	\$0.25 \$2.35	
Vacation & Holiday	\$5.00	\$5.00	\$5.00	\$5.00	\$0.25 \$5.25	\$0.25 \$5.50	\$2.00	\$2.00	\$2.00	\$2.00	\$0.25 \$2.25	\$0.25 \$2.50	
Vac/Hol Administrative Fee**		\$0.20 \$0.20	\$0.20	(\$0.05) \$0.15	\$0.15	\$0.15		\$0.20 \$0.20	\$0.20	-\$0.05 \$0.15	\$0.15	\$0.15	\$0.15
Apprenticeship/Training	\$1.05	\$1.05	\$0.06 \$1.11	\$0.06 \$1.17	(\$0.01) \$1.16	\$1.16	\$0.50	\$0.04 \$0.54	\$0.06 \$0.60	\$0.06 \$0.66	\$0.66	\$0.66	\$0.66
OPCMIATTF****		\$0.08 *** \$0.08	\$0.08	\$0.08	\$0.01 \$0.09	\$0.09		\$0.04 \$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Annuity	\$5.30	\$5.30	\$5.30	\$0.10 \$5.40	\$0.10 \$5.50	\$0.20 \$5.70	\$0.50	\$0.50	\$0.50	\$0.10 \$0.60	\$0.10 \$0.70	\$0.20 \$0.90	
Research and Development	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25							
TOTAL FRINGE/OPTIONS			\$0.25	\$0.55	\$0.85	\$1.15							
TOTAL PACKAGE													
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- All other Trust Fund benefits, with contribution rates shown above, shall apply and be made on behalf of these apprentices from the first work hour with no scheduled increases on only these contribution rates shown above until journeyman status is attained.

***Pursuant to Memo of Instruction between Local #630 and HWCIA, Contributions in a separate check payable to OPCMIATTF shall be made beginning upon enactment and maintenance of OPCMIATTF with payments contemplated in negotiations for the OPCMIATTF beginning September 1, 2014, being instead contributed to Apprenticeship/Training until OPCMIATTF becomes in effect.

****Operative Plasterers & Cement Masons International Association's Training Trust Fund (OPCMIATTF) shall receive payments via Masons Union NOT via Masons Training Trust Fund, in a separate check payable to OPCMIATTF, pursuant to Memo of Instruction between Local #630 and HWCIA. Each Contractor member shall pay to the OPCMIATTF for each hour worked the amount stated above for Journeyperson and above (\$0.08 later \$0.09)

*****Applicable OPCMIATFF rate of \$0.04 for each hour worked for the duration of the Agreement applies to Apprentices.

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**MASTER AGREEMENT COVERING PLASTERERS
IN THE STATE OF HAWAII**

The Contractors acknowledge that the Union has presented satisfactory proof of representation of the employees of the Contractors covered under this Master Agreement.

This Memorandum of Agreement is made by and between the OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, LOCAL NO. 630, AFL-CIO (hereinafter referred to as the "Union") and the HAWAII WALL & CEILING INDUSTRY ASSOCIATION (hereinafter referred to as "Association"), for and behalf of those persons, firms, corporations, limited liability companies and other entities who are or who become members of the Association, and on whose behalf the Association engages in collective bargaining with the Union, and those persons, firms, corporations, limited liability companies and other entities who are or become signatory to or bound by this Memorandum of Agreement. The wages, hours and other terms and conditions of employment stated in this Memorandum of Agreement constitute the basis of settlement on all issues discussed and negotiated between the Association and the Union shall be effective September 1, 2014.

WITNESSETH

WHEREAS, the Union and the Association, on behalf of its members and/or on whose behalf the Association engages in collective bargaining, both wish to continue the collective bargaining relationship they engage in by bargaining over and agreeing to the wages, hours and other terms and conditions of employment of the members of the bargaining unit represented by the Union in the plastering industry in Hawaii for term certain;

NOW THEREFORE, by reason of the foregoing, and in exchange for the consideration set forth herein, the Union and the Association, for and on behalf of those persons, firms, corporations, limited liability companies and other entities, all of whom are members of the Association and/or on whose behalf the Association engages in collective bargaining, hereby agree and promise that:

DURATION OF MEMORANDUM OF AGREEMENT

This Memorandum of Agreement shall be in effect and binding upon the respective parties to this Memorandum of Agreement and their principals from September 1, 2014 to and including August 31, 2019.

MASTER AGREEMENT RENEWED EXCEPT AS MODIFIED

Unless modified by this Memorandum of Agreement, the terms and conditions of the collective bargaining agreement which is named "Master Agreement Covering Cement Finishing and Masonry Trades in the State of Hawaii" which is in effect from September 1, 2008 to and including August 31, 2014 (hereinafter referred to as "2008/2014 Master Agreement") are renewed, with this renewal being in effect for the duration of this Memorandum of Agreement.

The following constitutes the terms and conditions of the 2008/2014 Master Agreement which the parties to this Memorandum of Agreement agree to modify to state as follows and which the parties to this Memorandum of Agreement agree to comply with as so modified.

SECTION 1

DURATION

This Agreement shall be binding upon the respective parties effective **September 1, 2014, to and including August 31, 2019**, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the Agreement, at least one hundred eighty (180) calendar days prior to the expiration date, but not more than two hundred ten (210) calendar days prior to the expiration date. In the event such notice is given, and only in such event negotiations for a new Agreement shall commence as soon as possible. If such notice shall not be given, the Agreement shall be deemed to be renewed for the succeeding year.

SECTION 2

COVERAGE

- A. Work Covered: The work covered under this Agreement shall be all of the work performed by craftworkers falling within the recognized jurisdiction of the IUBAC, AFL-CIO and the

OPCMIA, AFL-CIO. The Union has shown that the work covered in Exhibit "A" has been assigned by Decisions of Record by the NLRB, and/or decisions by the Stipulated Plan for the Settlement of Disputes of the BCT Dept. for the Construction Industry assigning such work to the IUBAC or the OPCMIA as outlined, but not limited to Exhibit "A" attached hereto and made a part hereof. Also included under this section shall be International Agreements granting jurisdiction of any work to the IUBAC or OPCMIA. Coverage shall also extend to and include any additional classifications, technological changes, and new products that may be developed and other means and methods of installation that is introduced in the area of trade practice as provided for in Section 10.E (New Job Classifications.) The established Jurisdictional Decisions of Record by the NLRB, The Stipulated Plan of the BCT for The Construction Industry Decisions, and International Union Agreements as covered and provided for in Exhibit "A" of this Agreement shall supersede any other jurisdictional claims made by any other trade unions.

B. The Union claims, and the Contractor acknowledges and agrees, that a majority of its employees performing covered work have authorized the Union to represent them in collective bargaining. The Union has offered to establish its majority status by allowing the Contractor to examine authorization cards voluntarily executed by employees in the appropriate unit and the Contractor is satisfied that the Union represents such majority and has waived the opportunity to examine such cards; therefore, Contractor recognizes, pursuant to Section 9(a) of the National Labor Relations Act, the Union as a sole and exclusive bargaining representative of all employees covered under this Agreement performing bargaining unit work.

C. Employees Covered

1. The employees covered by this Agreement are those employees of the Contractor employed in the State of Hawaii in the classifications set forth in the Classification and Hourly Wage Schedule which is attached hereto as Exhibit "A" and made a part hereof, including any additional classifications that may be added thereto pursuant to the provisions of Section Wages 10.E (New Job Classifications) of this Agreement.
2. The following classifications and employees are specifically excluded from coverage under this Agreement: office clerical employees, confidential employees, professional employees, watchperson, and supervisors as defined in the National Labor Relations Act as amended.

D. As set forth in Exhibit "A.1," attached hereto and made a part hereof, this Agreement further covers all work which falls within the recognized jurisdiction of the Plastering Trade as established and recognized by the Building and Construction Trades Department of the AFL-CIO and the Union Constitution. Should said jurisdictional coverage be revised during the term of this Agreement, then said Exhibit "A.1," shall be deemed automatically amended to incorporate said revisions.

E. Contractors shall assign work covered by this Agreement only to bargaining unit employees covered by this Agreement. Assigning of covered work shall be made prior to the start of any project and the Union notified of such assignment. In the event a dispute arises as to the assignment of such covered work, the parties involved shall meet immediately to resolve the dispute. If an Agreement between parties cannot be made, then the issue shall be immediately

sent to the International Unions for settlement under the Stipulated Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as approved by The Building and Construction Trade Dept., AFL-CIO. Each Association or Contractor signatory to this Agreement shall agree to be bound by the terms and provisions of the Plan and will sign the Stipulation form which is made a part of Exhibit "A."

If the Contractor has misassigned covered work that falls under the jurisdiction of Local #1, IUBAC or Local #630, OPCMIA then the Unions shall have the right to file a grievance under Section 21 (Grievance Procedures) notwithstanding any clause(s) in any Agreements to the contrary.

F. Understanding Jurisdiction:

1. The parties agree to allow the use of composite crews in accordance with the Contractors' or their subcontractors' past practices.
2. The contractors commit that they will not pressure in any way subcontractors signatory to the Masons union to become signatory with other trades for the performance of work covered by this Agreement. Contractors will not back charge a subcontractor signatory to the Masons Union for any work which it performs with its own force as a result of any jurisdictional dispute over work covered by this Agreement and work claimed by any other trade or union.
3. The above classification of work shall be in compliance with any jurisdictional agreements between international unions. Whenever the work in question can be claimed by more than one craft or the work required would result in inefficient situations, the parties shall attempt to establish composite crews. It is also understood that covered work only pertains to that work set forth in the Agreement whose assignments is in control of the Contractor and which will be performed by employees or subcontractors of the Contractor.

SECTION 3

RECOGNITION

A. Recognition of Union

1. The Association and each Contractor covered hereby recognizes the Union as the exclusive collective bargaining representative of all employees covered by this Agreement.

B. Recognition of Association

1. The Union recognizes the Association as the sole and exclusive collective

bargaining representative of its members who have authorized the Association to represent them with respect to employees covered by this Agreement.

2. A list of Contractors who so authorized the Association to represent them with respect to employees covered by this Agreement has been furnished to the Union. The Association agrees to immediately notify the Union whenever any such authorizations are canceled or any new authorizations have been executed.
3. This Agreement shall be binding upon each Contractor who has so authorized the Association to represent said Contractor with the same force and effect as if the Agreement were entered into by each such Contractor individually. Said Contractor shall be and shall continue to remain liable under this Agreement for and during its entire term irrespective of whether such Contractor shall resign from the Association or otherwise cancel the aforementioned authorization prior to the expiration of this Agreement and such liability shall be deemed to have survived said resignation or cancellation and shall remain in force for and during the remaining term of this Agreement.
4. Each Contractor who has authorized the Association to represent said Contractor with respect to employees covered by this Agreement shall confirm such Contractor's coverage under this Agreement by signature of the "Certification of Receipt and Acceptance" form, a copy of which is attached hereto as Exhibit "L" and made a part hereof.

C. Additional Contractor Signatories.

Any Contractor who, as of the execution date of this Agreement, has not authorized the Association to represent said Contractor with respect to employees covered by this Agreement, shall become a Contractor covered by this Agreement by either:

1. Signature and Union countersignature of the "Certification of Receipt and Acceptance" form, a copy of which is attached hereto as Exhibit "L" and made a part hereof, OR
2. By becoming a member of the Association and authorizing the Association to represent said Contractor with respect to employees covered by this Agreement, in which case, such Contractor shall also sign the aforesaid "Certification of Receipt and Acceptance" form.

SECTION 4

MUTUAL OBLIGATIONS & RESPONSIBILITIES

- A. By ratification of this Agreement, the Contractor guarantees that he/she will pay specified wage

rates, make certain benefit contributions toward employee benefits, and provide certain terms and conditions in return for the services and labor of employees covered hereby.

- B. In consideration of the above, each employee covered by this Agreement has a definite obligation and responsibility to better his/her efficiency, to upgrade his/her skills, and to perform a full eight (8) hours of productive work each and every workday.
- C. In line with this, the Union and the Association hereby commit themselves to cooperate with one another in the development of ways, means and programs that will make for a more efficient, productive, and responsible work force, and which will otherwise re-ignite pride in the Plastering craft and its rightful status within Hawaii's Construction Industry.

SECTION 5

UNION SECURITY

- A. Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the tenth (10th) working day following the date of his/her employment or the execution date of this Agreement, whichever is later, and he/she shall thereafter maintain such membership in good standing by continuing to tender dues to the Union for the duration of this Agreement.
- B. The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, he/she shall not be required to comply with the provisions of this Section.
- C. Upon written notice from the Union of failure on the part of any individual to complete membership in the Union, as required above, or of failure to continue payment of dues to the Union, the Contractor shall, within five (5) working days of such notice, discharge said employee.

SECTION 6

AUTHORIZED DEDUCTIONS

- A. If an employee signs a proper authorization form (sample copy of which are attached hereto as Exhibit "B" and "B.1"), the Contractor shall deduct from the wages of said employee all Union dues, Union initiation fees, and Union assessments which are due from said employee.

- B. In requesting deductions for “assessments,” the Union shall restrict such request to assessments assessed on all members of the Union employed by the Contractors covered hereby or signatory hereto on a uniform basis as an incident of membership in the Union.
- C. The Union’s monthly dues shall be deducted on a once-a-month/one-month-in-advance basis and shall be transmitted by the Contractor to the Union so that they are received by the Union by the 15th day of the month immediately following the month in which the deduction was made (e.g., dues which are due on June 1 shall be deducted during the month of May and shall be transmitted by the Contractor to the Union so that they are received by the Union by June 15).
1. In the event it is determined that a Contractor has violated this Section, the following penalties shall be imposed on said Contractor:
 - (a) liquidated damages in the amount of ten (10%) percent of such delinquent and unpaid dues or twenty (\$20.00) dollars, whichever is greater, for each and every delinquent monthly amount.
 - (b) all audit and collection costs, and
 - (c) if the delinquency is turned over to an attorney for collection, reasonable attorney’s fees and all cost of action, together with all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.
 - (d) in the event said Contractor disputes that a violation has occurred, then the State Joint Board shall determine if such a violation has occurred and the imposition of penalties shall take place.
- D. The Union’s per-hour dues, as well as its per-hour Masons and Plasterers Fraternal Association assessment, any other deductible amounts which are based on hours worked by the employees, shall be deducted on a weekly basis and shall be transmitted by the Contractor to the Union at the same time as Trust Fund payments are transmitted.
- E. Transmittal of any and all amounts deducted pursuant to this Section shall be by way of check drawn to the order of the Union or the MPFA. Upon issue of such check(s) and the transmission of same to the Union, all responsibility on the part of the Contractor shall cease with respect to any amount so deducted so long as such check(s) is honored on being presented for payment. The Union hereby undertakes to indemnify and hold the Contractor harmless from any claims that may be made upon said Contractor for or on account of any such deductions from the wages of any employee.

SECTION 7

NO STRIKE OR LOCKOUT

- A. The parties hereto agree that during the term of this Agreement there shall be no lockout by the Contractor nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement, except as provided under paragraphs B and C below.
- B. Nothing in this Agreement shall be construed as giving a Contractor the right to require his/her employees to cross a legitimate picket line. A legitimate picket line is one that is not in violation of the law.
- C. If a Contractor fails to make timely payment to any of the Trust Funds provided for in this Agreement, OR if he/she fails to make timely transmittal of amounts deducted for Union dues, initiation fees and assessments as provided for under Section 6, (Authorized Deductions), and so long as either of these conditions continue, it shall not be a violation of this Agreement for the Union to withdraw its members from the performance of work for said Contractor. In each case, the Union shall give written notice to the Contractor involved of its intent to withdraw his/her employees, and the Contractor shall be given five (5) working days from receipt of said notice in which to make necessary full payment. If such full payment is not made within said five (5) day period, the Union shall then be free to withdraw his/her employees and to continue said withdrawal until full payment is made.
- D. It is mutually understood and agreed that neither the Association, any Contractor, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement, provided that such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Association, any Contractor, or the Union, as the case may be.
- E. In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Association, or the Contractor as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

SECTION 8

DISCIPLINE OR DISCHARGE

- A. Employees shall be subject to discipline or discharge for just cause.
- B. A probationary period of ten (10) working days shall be established for all new employees and such new employees may be summarily discharged; provides, however, that the Contractor and the Union may agree on a case-by-case basis to extend the probationary period to twenty (20) working days.
- C. Any discharged employee, other than probationary employees, shall upon request, be furnished the reason(s) for his/her discharge in writing within two (2) working days after the request is made.
- D. If the Contractor takes action under this Section which the employee or the Union believes is not for just cause, either the employee and/or the Union shall have the right to process such grievance through the grievance procedure as provided under Section 21. (Grievance Procedure and Arbitration).
- E. No employee shall be discriminated against for legitimate Union activity, provided, however, that such activity shall not interfere with the Contractor's operation.

SECTION 9

APPRENTICESHIP AND TRAINING

- A. Joint Apprenticeship and Training Committee. The parties agree to continue the Joint Apprenticeship and Training Committee composed of equal Contractor and Union representation to program and operate a system of apprenticeship and training in conformance with Hawaii and Federal laws. Such Committee shall have the authority to act for and on behalf of the Contractor and the Union. The parties will comply with any recommendation made by the Committee.
- B. Ratio of Apprentices to Journeyperson. The ratio of Apprentices to Journeyperson shall be determined by the Joint Apprenticeship and Training Committee.
- C. Classification, Examination, and Re-training. The Joint Apprentice Training Committee shall also be empowered:
 - 1. to conduct a training program for employees and applicants for employment other than Apprentices, and
 - 2. when its jurisdiction has been invoked pursuant to the provisions of Exhibit "F" (Classification, Examination, and Re-training) as attached hereto and made a part hereof:

- (a) to determine the qualifications for employment of any employee or applicant for employment by appropriate examination and otherwise, and
 - (b) to classify or re-classify them as either Journeypersons or Apprentices or to certify them as being unqualified or unfit for employment, as the case may be, in any phase or phases of the Plastering trade.
- D. Supplementary Apprentice Employment Procedures. The parties also agree to utilize the U.S. Department of Labor-approved Supplementary Apprentice Employment Procedures, attached hereto as Exhibit "G".

SECTION 10

WAGES

- A. Wage Schedule. Attached hereto as Exhibit "A" and made a part of this Agreement is the wage schedule which shall be effective for the term of this Agreement.
- B. Payment of Wages
1. Each employee covered by this Agreement shall be paid not later than quitting time by Friday of each week; provided, however, that in no event shall more than one calendar week's wages be withheld at any one time. In the event Friday falls on any holiday (whether recognized under this Agreement or not) on which local banks will be closed, the Contractor will make every effort to provide the employees with their paychecks by Thursday of that week.
 2. Unless due to any emergency situation or other verifiable circumstances acceptable to the State Joint Board, where a Contractor does not have his/her employees' paychecks available for pick-up by Friday (by Thursday if Friday is a holiday), the employee or employees affected shall be entitled to a lump sum penalty payment of twenty (\$20.00) dollars for each working day that said paycheck(s) is not available (to include the day by which payment was due). The Contractor shall also pay or reimburse an employee for any finance charges, penalties, and other costs (such as checking account overdraw charges, late payment charges, interest penalties and the like) that are charged to an employee as a result of a late paycheck or a paycheck "bouncing" due to insufficient funds. The Contractor shall also reimburse the employee for the cost of any long-distance telephone calls relating to the matter as may be made by the employee.
 3. When an employee is laid off for lack of work, said employee shall be paid all wages earned and due as of the time of separation. If the employee's separation paycheck is drawn in an incorrect amount due to the employee leaving work early, being a "no-show" on one of the employee's scheduled workdays during that week, or for other cause for which the employee is responsible, then the employee's separation check, as corrected, shall be paid to him/her no later than the working day following the date of layoff.

4. When an employee is discharged for cause, said employee shall be paid all wages due at the time of discharge. However, if the discharge occurs at a time and under conditions which prevent the Contractor from making immediate payment, then all wages due must be paid to the employee no later than the working day following the discharge.
 5. When an employee quits, said employee shall be paid all wages due no later than the next regular pay day either through regular pay channels or, if requested by the employee, by mail. However, if an employee gives at least five (5) working days' notice of his/her intention to quit, the Contractor shall pay all wages earned and due to said employee at the time of separation.
 6. Inasmuch as the provisions of Paragraph 4, and 5, above are requirements of State law, it is incumbent upon the Contractor to develop and maintain appropriate procedures for payment of same.
- C. Records and Requests. Each Contractor shall provide a proper means for registering time, working time, and quitting time. In the event of a dispute over time, wages, or fringe payments, such records will be promptly accessible to the Business Representatives of the Union during working hours.
- D. Work on Pacific Ocean Island Outside the State of Hawaii. If an employee who has been hired and is otherwise an employee of the Contractor in the State of Hawaii and is required by the Contractor to report to work on any Pacific Ocean Islands outside the State of Hawaii, said employee shall be paid at no less than the wage rates specified in Exhibit "A" (Classification and Hourly Wage Schedule). The Contractor shall also make payments to the Health and Welfare Trust Fund, the Pension Trust Fund, Vacation and Holiday Trust Fund, the Annuity Trust Fund, the Training Trust Fund, and any other Fund that may be established during the term of this Agreement on behalf of said employee.
- E. New Job Classifications
1. Nothing in this Agreement shall prevent the Association from negotiating or making agreement with the Union covering any new job classifications which fall within the jurisdiction of the Operative Plasterers' and Cement Masons' International Association, AFL-CIO, but which are not presently covered by this Agreement. If and when such new job classifications are contemplated, authorized representatives of the Association and of the Union shall immediately enter into negotiations to establish proper wage rates for such classification(s).
 2. In the event the aforesaid parties are unable to reach agreement on the matter, either party may refer the disagreement to the State Joint Board.
 3. Pending the establishment of such wage rate, the Contractor may introduce and use said classification(s) at a temporary rate of pay as determined by such Contractor. Should a higher rate of pay be established for said classification(s) by either the negotiating parties (i.e., the Union and the Association) or by the State Joint Board, the retroactive application of said higher wage rate shall be limited to twenty (20) working days.

SECTION 11

HOURS AND OVERTIME

A. Workweek

1. The standard workweek shall be Monday through Friday, inclusive. The standard workweek shall also include Saturday, if Saturday is a make-up day.
2. However, in the event that weather, equipment breakdown, power failure, work stoppage or other labor dispute, accident, leaves for personal time off, illness or injury (excluding legitimate Workers' Compensation claims), and/or any other condition or circumstance which is beyond the control of the Contractor prevents employees from starting work on any one or more of the regularly scheduled Monday through Friday workdays or prevents employees from working a full shift on any of the said days, then Saturday, at the Contractor's option, may be scheduled as make-up day at the employee's regular straight time rate. On said Saturday, the straight time rate shall apply for the employee's first eight (8) hours of work or upon completion of forty (40) straight time hours of work for that week, whichever occurs first; one-and-one half times the employee's regular straight time rate for all hours work thereafter.

NOTE: At the present time, paragraph 2, above, would be applicable ONLY on PRIVATE and FEDERAL jobs. The State or County law HRS.104-2 would have to be changed in order for said paragraph to be applicable on State or County projects. (The contractor should review the agreement that they received when project was awarded.)

3. The provisions of paragraph 2, above, are designed to allow a Contractor the flexibility of "making-up" time during that same workweek for time lost on said Contractor's project(s) due to the causes listed, as well as to provide employees the opportunity to secure additional work hours during that week which would not otherwise be made available to them. In that connection, the use of the phrase "any other condition or circumstance which is beyond the control of the Contractor" is intended to cover situations of a substantive and verifiable nature.
4. Contractors shall not schedule Saturday make-up days to "make-up" work lost due to a holiday specified under Section 13-A, (Subject to mutual written agreement with the Union, the Contractor may establish a work week of four (4) ten (10)-hour days on weeks where a holiday is observed).
5. Complaints, problems, and/or allegations that a Contractor has misused or abused the Saturday "make-up" day provision as set forth in Section 11.A-2, or the provisions of

Section 11.A-6 (a), (b), (c), (d), or (e), or has violated the intent thereof as set forth in paragraph 3 above shall be processed as an Expedited Grievance to the State Joint Board as provided for under Section 21, (Grievance Procedure and Arbitration). In the event the State Joint Board determines that a violation has occurred, it shall impose the following penalties on said Contractor.

(a) First Offense.

- (1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half [$\frac{1}{2}$] time for the hours worked).
- (2) PLUS pay a fine equal to two (2) times the amount of that penalty (i.e., fine of one [1] hour's pay for each hour worked).

(b) Second Offense

- (1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half [$\frac{1}{2}$] time for the hours worked).
- (2) PLUS pay a fine equal to three (3) times the amount of that penalty (i.e., fine of one-and-one-half [$1\frac{1}{2}$] hours' pay for each hour worked).
- (3) PLUS disqualifying the Contractor from further use of the Saturday "make-up" day provision on the project involved.
- (4) PLUS Contractor to show cause to the State Joint Board with respect to said Contractor's future use of said provision(s) on any of such Contractor's projects for the duration of the Agreement.

6. The Contractor (may) by written mutual agreement with the Union, (on a project-by-project basis) schedule:

- (a) four (4) consecutive ten (10)-hour days during the period from Monday through Friday which shall be paid for at the regular straight time hourly rate, or
- (b) four (4) nine (9)-hour days (Monday through Thursday) plus four (4)-hours on Friday, all of which hours shall be paid for at regular straight time hourly rates.
- (c) In either of such events, either Friday and/or Saturday may, at the Contractor's option, be scheduled as a straight time make-up day under the same conditions as set forth in paragraph 2, above.
- (d) The provisions of subparagraphs 6 (a) and (b), above, are not intended to be implemented or administered in such a manner wherein employees will be

rescheduled from a workday of one duration to another on a daily basis.

- (e) A workweek of four (4) ten (10)-hour days on weeks where a holiday is observed which shall be paid for at the regular straight time hourly rate.

NOTE: At the present time, paragraphs 6 (a), (b), and (e), above, would be applicable ONLY on PRIVATE and FEDERAL jobs. The State or County law HRS.104-2 would have to be changed in order for said paragraph to be applicable on State or County projects. (The contractor should review the agreement that they received when project was awarded.)

B. Workday.

1. Except where shift work or night work is scheduled, the normal workday for an employee covered by this Agreement shall begin between the hours of 6:00 a.m. and 8:00 a.m. The starting time for a project shall be established by the Contractor prior to the start of said project and, once established, shall not be changed except by mutual agreement of the Contractor and the Union.
2. However, if a State law, local ordinance, or job specification, or written instruction of the owner or his/her representative requires that work commence at a later hour, it shall be at the Contractor's discretion as to whether the starting time as provided in paragraph B.1., above, shall apply or whether the starting time as imposed by State law, local ordinance, job specification, or by the aforementioned written instruction shall apply, in either case without payment of overtime or other premium rate. In such situation, the Contractor shall nevertheless afford the affected employees with eight (8) straight time hours of work opportunity (exclusive of meal periods), or pay for same unless the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said eight (8) hour period, or the Contractor is unable to provide such work due to weather conditions, equipment breakdown, power failure, accident, suspension of work by written order of the contracting agency, or other reason outside of his/her control.
3. Except as provided in paragraph B.1, and B.2, above, other starting time, also without payment of overtime or other premium, may be established by mutual agreement between the Contractor and the Union.

C. Overtime.

1. Overtime Rate. Overtime at one-and-one-half (1-1/2) times the employee's regular straight time rate shall be paid for:
 - (a) ALL worked performed in excess of eight (8) straight time for hours in any one day, OR:
 - (i) in excess of ten (10) straight time hours in any one day where a workweek of four (4) consecutive ten (10) hour days has been scheduled by the Contractor, or

- (ii) in excess of nine (9) straight time hours, Monday through Thursday, and four (4) hours on Friday where such a workweek has been scheduled by the Contractor pursuant to the provisions of Section 11, paragraph A.6 (b).
- (b) All work performed by an employee before his/her shift begins and after it ends.
 - (c) All work performed on Saturdays, except where such Saturday has been scheduled as a make-up day by the Contractor pursuant to the provisions of Section 11.A.2, in which case overtime shall be paid after the employee's completion of eight (8) straight time hours of work on said Saturday make-up day or after the completion of forty (40) straight time hours of work for that week, whichever occurs first.
 - (d) All work performed on Sundays or on holidays as listed in Section 13, (Holidays). An employee scheduled to work on a Sunday or holiday who gives the Contractor advance notice (twenty-four (24) hours) of his/her inability to work due to a previous commitment shall be excused from said Sunday or holiday work.
2. Reckoning of Overtime Hours. Overtime hours shall be reckoned by the quarter hour.
 3. No Pyramiding. Whenever two or more overtime or premium rates are applicable to the same hour or hours worked, there shall be no pyramiding or adding together of such rates and only the higher of the applicable rates shall be applied.
 4. Assignment of Overtime Work. If overtime work is to be assigned, the work shall be assigned to the members of the crew (to the extent needed) or to the operators of the equipment required who, during the regular workday, have been performing the particular work involved.

D. Meal Period

1. An employee covered by this Agreement shall be afforded a meal period of at least thirty (30) minutes to begin within the period from the third (3rd) through the fifth (5th) hour of a shift. If an employee is required to work more than five (5) hours without starting a meal period, said employee shall be paid at one-and-one-half (1-1/2) times his/her regular straight time rate for all time worked after said fifth (5th) hour until such time as he/she is afforded the opportunity to eat.
2. If the employee is already being paid at the time-and- half (1-1/2) rate by reason of Saturday, Sunday, or holiday work, he/she shall receive two (2) times his/her regular straight time rate for all time worked after said fifth (5th) hour until such time is afforded the opportunity to eat.
3. Whenever overtime work exceeds two-and-one-half (2-1/2) hours past the quitting time of their shift, employees will be afforded a meal period of at least one-half (1/2) hour at the end of said two-and-one-half (2-1/2) hour period of overtime work. Said meal period shall not be paid for or counted as time worked. If overtime work continues for four (4) hours

after the conclusion of said meal period, the employees will be afforded a similar meal period at the end of each similarly measured four (4) hour period thereafter.

4. If the employee is not afforded a meal period as provided for in paragraph 3, above, he/she shall be paid at two (2) times his/her regular straight time rate for all time worked after the applicable period of overtime work until such time as he/she is afforded the opportunity to eat.
5. If an employee qualifies for a meal period as provided for in paragraph 3, above, the Contractor shall provide a meal. Such meal shall be of good quality and nutritious.

E. Show-Up Time and Minimum Time

1. Show-Up Time

- (a) Employees or qualified applicants ordered to report to work at a job site for whom no employment is provided shall be entitled to a payment of one (1) hour's pay, unless prevented from working for reasons beyond the control of the Contractor (including inclement weather).
- (b) The Contractor may require or request an employee to remain on the job for up to thirty (30) minutes past the employee's normal starting time pending possible abatement or cessation of inclement weather or other cause which has prevented work from starting, without paying show-up time to said employee. Should such requirement or request extend beyond thirty (30) minutes past the employee's normal starting time, said employee shall be entitled to show-up time of one (1) hour's pay, unless such employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said one (1) hour period. Said waiting time (standby time) shall not be considered as hours worked for purpose of making Contractor Contributions to the various trust and other Funds as provided for in this Agreement.
- (c) In the event the employee starts work, but such work is subsequently shut down by reason of weather, equipment breakdown, power failure, work stoppage or other labor dispute, accident or other condition or circumstance which is beyond the control of the Contractor, said employee shall be paid for actual time worked, but in no case shall that payment be less than one (1) hour's pay.

2. Minimum Time

- (a) After performing four (4) or more straight time hour's work in any one work day, an employee covered by this Agreement who has completed the job to which he/she was assigned may be rescheduled to another job or project or shall otherwise be afforded the opportunity to complete a full day's work of eight (8) straight time hours.
- (b) The above shall not apply to work performed on overtime days, and to work performed on the day before New Year's Day and/or the day before Christmas.

F. Shift Work

1. Two-Shift Operation. Where a two (2)-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate; provided, however, that where a two (2) shift operation is scheduled on the basis of a workweek of four (4) consecutive ten (10) hour days, then the straight time rate shall be paid for the employee's first ten (10) hours of work per day on his/her shift (exclusive of meal period).
2. Applicable To Both Two-Shift Operations. On shift work; (a) employees working a shift who come off work on Saturday morning are to be considered working Friday; (b) employees working a shift coming off work Sunday morning are to be considered working Saturday; and (c) employees working a shift coming off work on Monday morning is to be considered working Sunday.

G. Night Work.

1. Where night work is scheduled Monday through Friday, an employee's first eight (8) hours of work per day on said work (exclusive of meal period) shall be paid for at the employee's regular straight time rate; provided, however, that where such work is scheduled on the basis of a workweek of four (4) consecutive ten (10) -hour days, Monday through Friday, or on the basis of four (4) nine, (9)-hour days, Monday through Friday, or on the basis of four (4) nine (9)-hour days, Monday through Thursday, plus four (4) hours on Friday, then the straight time rate shall be paid in accordance with that schedule.
2. By use of the notification form attached hereto as Exhibit "I" (or by other written means which provided the same information as that set forth in Exhibit "I"), the Contractor will notify the Union whenever he/she schedules night work pursuant to the above provisions. This notification is for informational purposes only (monitoring and record-keeping), it being specifically understood and agreed that advance approval by the Union of such scheduling is not required. HOWEVER, the Union would appreciate an advance courtesy call whenever it is possible for the Contractor to do so.

H. Wages on Day of Injury

1. Whenever an employee sustains an industrial injury or illness covered under the State of Hawaii Workers' Compensation Law, he/she shall be paid for the same number of hours as worked on that day by other employees in his/her same crew, but not to exceed eight (8) hours at his/her applicable rate of pay; provided, however, that said employee provides the

Contractor with a physician's statement verifying his/her treatment and disability for the remainder of the day. The employee shall be allowed to go to a physician of his/her choice.

2. If the employee requires transportation in securing the aforesaid medical treatment, such transportation shall be provided by the Contractor.
3. Employees who are assigned light duty work due to doctor's orders shall be assigned work in compliance with the limitations established by the doctor. Employees not covered by this Agreement who may be assigned light duty work shall not be assigned any work covered by this Agreement if it results in the layoff or a reduction of hours of any employee covered by this Agreement.

I. Emergency Call-Out

1. Any employee called out to perform emergency work and who so report at the time specified, shall be paid at the applicable overtime rate for all hours worked on such emergency call-out. Such employee shall receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay; provided, however, that such two (2)-hour minimum shall not apply if the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said two (2)-hour period. Said two (2)-hour minimum shall also not apply if the emergency work for which he/she is called out continues up to his/her normal starting time, in which event the employee shall be paid at the overtime rate only for actual number of hours worked (and would not include travel time) up to his/her normal starting time.
2. In computing time spent on emergency call-out, such time shall include time spent in traveling from the employee's home or the place from which the employee was called, as the case may be, directly to the job site, but shall not include the return trip.
3. The provisions of Section 11D (Meal Period) shall apply to employees who are performing Emergency Call-Out work.

- J. Listing Material. If an employee covered by this Agreement is required by the Contractor to list material from the plans, specifications, or any other document and said work is to be performed either before or after his/her regular working hours, said employee shall be paid at one-and-one-half (1-1/2) times his/her regular straight time rate for all time so spent either before or after his/her regular working hours.

SECTION 12

TEMPORARY TRANSFER

- A. An employee covered by this Agreement shall not be transferred to perform work outside of his/her craft, except in the event of non-availability or failure to report of the craftworkers called for, or in the event of emergency.
- B. When an employee is required to work temporarily on a job of a higher classification covered by this Agreement, he/she shall receive the pay of the higher classification for the actual hours worked in that classification.
- C. When an employee is required to work temporarily on a job of a lower classification covered by this Agreement, he/she shall receive the pay of his regular wage classification, unless such change is made permanent.
- D. A transfer made for the convenience of an employee shall not be deemed a temporary transfer irrespective of the duration of the transfer.

SECTION 13

HOLIDAYS

- A. Holidays. The following days shall be considered holidays and work performed on such days shall be compensated for as follows:

- 1. At One-And-One-Half Times The Employee's Regular Straight Time Rate:

New Year's Day	Fourth of July
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Kamehameha Day	Martin Luther King Day
Christmas Day	

For Federal projects, the Contractors shall have the option, at such Contractor's discretion, of substituting Discoverer's Day in place of Kamehameha Day.

- 2. At Three Times The Employee's Regular Straight Time Rate:

Labor Day

- B. Holidays Falling on Saturday or Sunday. In the event any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the above

B. Holidays Falling on Saturday or Sunday. In the event any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the above holidays falls on a Sunday, the following Monday shall be considered the holiday.

B. “Switching” And/Or Substitution Of Holidays

1. Whenever any of the holidays listed below falls on a Tuesday, Wednesday, or Thursday, said holiday may, at the Contractor’s option and discretion, be “switched” to either Monday or Friday:

Kamehameha Day
Fourth of July
Thanksgiving Day

2. The Contractor shall also have the option, at such Contractor’s discretion, of substituting the day after Thanksgiving as a holiday in place of Veterans’ Day, in which case, however, he/she will not be able to simultaneously exercise said Contractor’s option of “switching” Thanksgiving Day to Friday so as to observe two (2) holidays on the same day.

NOTE: At the present time, paragraphs C.1, and C.2, above, are applicable ONLY to PRIVATE and FEDERAL projects. The State or County law HRS.104-2 would have to be changed in order for said paragraphs to be applicable on State or County projects. (The contractor should review the agreement that they received when project was awarded.)

3. By use of the notification form attached hereto as Exhibit “J” (or by other written means which provides the same information as that set forth in Exhibit “J”), the Union, as well as the employees affected, will be notified in writing at least five (5) working days prior to the effective date of any “switch” and/or substitution of holidays as may be made pursuant to paragraphs C.1, and C.2, above.

SECTION 14

EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS

A. General Provisions.

1. Contractor payments to the various Trust and other Funds, as specified in this Agreement, shall be paid only for actual hours worked. Time which is paid for, but not worked, such as time paid for under Section 11.H, (Wages On Day Of Injury), waiting/stand-by time as provided under paragraph E.1 (b) of Section 11, (Show-Up Time), as well as “driving time hours” as provided under paragraph A.5, of Section 17, (Transportation) shall not be counted as hours worked for purposes of making Contractor payments to the various Trust and other Funds as provided for in this Agreement.

2. If the Union, the Administrative Office, or any of the Trust Funds as established under this Agreement chooses to cover their employees under any of the Trust Funds listed below, its contributions to said Fund(s) shall be made in the same manner and under the same conditions as set forth in Section 14.H. (Contractor Payments) of this Agreement, but shall be computed on a monthly basis, as follows: applicable hourly rate of contribution times 173 hours per month.
3. Qualifications of Trustees. Any Trustee serving on behalf of the Union must be a member in good standing. Any Contractor members selected to serve on behalf of each Association must be from a contractor signatory to the Masons' Collective Bargaining Agreement and making contributions to the Trust Funds.

B. Health and Welfare Fund

1. Each Contractor shall participate in the Hawaii Masons Health and Welfare Trust Fund (hereinafter referred to as the "Health and Welfare Fund") under the terms and conditions as set forth in the Hawaii Masons' Health and Welfare Fund Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future.
2. Effective as of the dates listed below, the Contractor shall contribute to the Health and Welfare Fund for each hour worked by each employee covered by this Agreement following amount:

Effective September 1, 2014	\$7.52 per hour
Effective August 31, 2015	\$8.12 per hour
Effective August 29, 2016	\$8.67 per hour
Effective September 4, 2017	\$9.12 per hour
Effective September 3, 2018	\$9.52 per hour

C. Pension Fund.

1. Each Contractor shall participate in the Hawaii Masons' Pension Fund (hereinafter referred to as the "Pension Fund") under the terms and conditions as set forth in the Hawaii Masons' Pension Fund Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future.
2. Effective as of the dates listed below, the Contractor shall contribute to the pension Fund for each hour worked by each employee covered by this Agreement, the following amount:

Effective September 1, 2014	\$5.40 per hour
Effective August 31, 2015	\$5.80 per hour
Effective August 29, 2016	\$6.10 per hour
Effective September 4, 2017	\$6.35 per hour
Effective September 3, 2018	\$6.35 per hour

- (a) The Union and the Contractor bargaining committee agree that the contribution specified by the parties in C.1 is to be considered strictly as the funding arrangement for pension benefits under the Pension Fund. As such, the parties intend that all employees covered by this Agreement are to be credited with benefits under the Pension Fund based on their hours of work, regardless of whether or not the Contractor is required to make a contribution to the Pension Fund based on those hours of work. The parties also agree that this understanding is, if financially feasible under the Pension Fund and the Trustees of the Pension Fund so agree, to apply to employment performed prior to the effective date of this Agreement.
3. For Apprentices indentured before September 1, 2003, each contractor shall contribute to the Pension Fund, the amounts effective the dates identified in paragraph 2. above, for each hours worked after the Apprentice has attained one thousand (1,000) hours.
 4. For Apprentices indentured in or after September 1, 2003, each contractor shall contribute to the Pension Fund the amount of one dollar (\$1.00) an hour effective from the first hour worked until said Apprentices attains the status of a Journeyman.

D. Annuity Fund

1. Each Contractor shall participate in the Hawaii Masons' and Plasterers' Annuity Trust Fund (hereinafter referred to as the "Annuity Fund") under the terms and conditions as set forth in the Hawaii Masons' and Plasterers' Annuity Fund Declaration of Trust Agreement as executed December 28, 1977 and as said Trust Agreement may be amended in the future.
2. Effective as of the date listed below, the Contractor shall contribute to the Annuity Fund on behalf of each employee covered by this Agreement the following amount:

Effective September 1, 2014	\$5.30 per hour
Effective August 31, 2015	\$5.30 per hour
Effective August 29, 2016	\$5.40 per hour
Effective September 4, 2017	\$5.50 per hour
Effective September 3, 2018	\$5.70 per hour

E. Vacation and Holiday Fund

1. Each Contractor shall participate in the Hawaii Masons' Vacation and Holiday (hereinafter referred to as the "Vacation and Holiday Fund") under the terms and conditions as set forth in the Hawaii Masons' Vacation and Holiday Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future.

2. Effective as of the dates listed below, the Contractor shall contribute to the Vacation and Holiday Fund on behalf of each employee covered by this Agreement the following amounts:

Effective September 1, 2014	\$5.00 per hour
Effective August 31, 2015	\$5.00 per hour
Effective August 29, 2016	\$5.00 per hour
Effective September 4, 2017	\$5.25 per hour
Effective September 3, 2018	\$5.50 per hour

3. For Apprentices indentured before September 1, 2003, each contractor shall contribute to the Vacation and Holiday Fund, the amounts effective the dates identified in paragraph 2. above, for each hour worked after the Apprentice has attained one thousand (1,000) hours.
4. For Apprentices indentured in or after September 1, 2003, each contractor shall contribute to the Vacation and Holiday Fund the amount of two dollars (\$2.00) an hour effective from the first hour worked until said Apprentice attains the status of a Journeyman.
5. All taxes due from each employee by reason of payments under this Vacation and Holiday Fund shall be deducted by each Contractor from each employee's wages, and such tax deductions, together with the amount payable under this Vacation and Holiday Fund, shall be separately noted on the employee's paycheck.
6. Interest earned on Vacation and Holiday Fund as deposited by the Administrative Office in accordance with the directions and actions of the Trustees shall be transferred to a revolving account which shall be used to pay Trustee-approved expenses of implementing and administering the Vacation and Holiday Fund.
7. Vacation and Holiday payments shall be made in accordance with the rules and procedures as adopted from time to time by the Trustees of the Vacation and Holiday Fund.

F. Apprenticeship and Training Fund

1. Each Contractor shall participate in the Hawaii Masons' and Plasterers' Apprenticeship and Training Trust Fund (hereinafter referred to as the "Apprenticeship and Training Fund") under the terms and conditions as set forth in the Hawaii Masons' Training Fund Declaration of Trust Agreement as executed December 28, 1977 and as it may be amended in the future.
2. Effective as of the date listed below, the Contractor shall contribute to the Apprenticeship and Training Fund for each hour worked by each employee covered by this Agreement the following amount:

Effective September 1, 2014	\$1.05 per hour
Effective August 31, 2015	\$1.11 per hour
Effective August 29, 2016	\$1.17 per hour
Effective September 4, 2017	\$1.16 per hour
Effective September 3, 2018	\$1.16 per hour

3. For Apprentices indentured before September 1, 2003, each contractor shall contribute to the Apprenticeship and Training Fund, the amounts effective the dates identified in paragraph 2. above, for each hour worked after the Apprentice has attained one thousand (1,000) hours.
4. For Apprentices indentured on or after September 1, 2003, each contractor shall contribute to the Apprenticeship and Training Fund the amount of fifty cents (\$0.50) an hour effective from the first hour worked until said Apprentice has attains the status of a Journeyman.
5. Out of the aforementioned contribution to the Apprenticeship and Training Fund, an amount equivalent to \$0.01 per hour shall be earmarked for and channeled to the National Plastering Industries' Joint Apprenticeship Trust Fund. In connection therewith, the contractor agrees to accept the Trustees designated by the Contracting Plasterers' and Lathers' International Association as their Trustees to the National Plastering Industries' Joint Apprenticeship Trust Fund, and the signatory local Union hereby agrees to accept the Trustees designated by the Operative Plasterers' and Cement Masons' International Association as their Trustees to said Trust Fund.

G. Research and Development.

1. Effective as of the dates listed below, the Contractor shall contribute to the research and development funds for each hour worked by each employee covered by this Agreement, the following amount:

Effective September 1, 2014	\$0.25 per hour
Effective August 31, 2015	\$0.25 per hour
Effective August 29, 2016	\$0.25 per hour
Effective September 4, 2017	\$0.25 per hour
Effective September 3, 2018	\$0.25 per hour

2. Each employee covered by this Agreement, for the purpose of the research and development funds, include apprentices indentured before September 1, 2003.
3. The research and development funds will be under the control of the Apprenticeship and Training Trustees.

- H. Trust Documents. Each of the Declaration of Trust Agreements as referred to above are, by reference, incorporated herein and each Contractor covered hereby or signatory hereto agrees that he/she shall be bound by all the terms and conditions of said documents. Each said Contractor further agrees to the appointment of the Trustees of said Funds as designated by the Contractor Associations and hereby designates said Contractor Trustees to serve as his/her representatives and to act as his/her agent in all matters concerning the Funds.
- I. Contractor Payments.
1. Transmittal of Contributions
 - (a) Contractor contributions to the various Funds as specified and provided for above shall be paid or postmarked by the 20th day of the month immediately following the month for which the contributions are due, but a Contractor shall not be deemed delinquent if full payment of amounts due is made or postmarked and mailed by the 30th day of said month.
 - (b) A consolidated transmittal and report form as provided by the Administrative Office, showing, among other things, the monthly total of hours worked by each employee covered by this Agreement, shall be submitted each month and accompany such payment, if any, even if no employees were employed by the Contractor.
 - (c) The consolidated transmittal form must be submitted or postmarked by the 30th day of the month immediately following the month being reported even if no employees were employed by the Contractor.
 2. Information and Audit. Each Contractor shall provide the appropriate Trustees or their authorized representative(s) with information and records necessary to carry out the purposes of and in connection with the proper administration of the various Funds and shall permit an audit of the Contractor's payroll records by authorized representative(s) of the Administrative Office or the Trustees to ascertain whether all contributions due have been paid. Every Contractor shall maintain records in the State of Hawaii with respect to each of the Contractor's employees covered by the Collective Bargaining Agreement sufficient to determine the benefits due or which may become due to such employees. In the event the audit shows that the Contractor has sent insufficient payments to the various Funds, the Contractor shall pay the full cost of the audit. Should the audit ascertain that proper payment to the various Funds have been made, the various Funds shall pay the full cost of the audit.
 3. Authority of Trustees to Reduce Contributions. The Trustees of each of the Trust Funds are hereby given authority to and may at their discretion, temporarily reduce the rate or amount of contribution to any of said Trust Funds or order a temporary discontinuance of payments into any of said Trust Funds if in their judgment an unjustified surplus is being accumulated in any of said Funds.

4. Delinquent Contributions and Collections.

- (a) When any Contractor's contributions to any of the Trust Funds provided for under this Agreement are not paid or postmarked and mailed by the 30th day of the month immediately following the month for which the contributions are due, such contributions are delinquent and the Contractor shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements. The Trustees, on behalf of the Trust Funds, are authorized to bring whatever legal action deemed necessary to recover delinquent Trust Fund contributions, liquidated damages and interest including but not limited to the institution of any action against a Contractor, surety, or co-obligor to recover monies owed by the delinquent Contractor to the Trust Funds and to the assertion, perfection, and foreclosure of any lien rising from the providing of labor by employees of the delinquent Contractor. A Contractor responsible for such delinquent contributions shall pay to each respective fund:
- (i) the unpaid contributions.
 - (ii) interest on the unpaid contributions at the rate of twelve percent (12%) per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, whichever is greater, provided, however, that should such delinquent Trust Fund contributions be paid in a timely fashion as provided for herein, no interest shall be charged. Interest shall be computed from the first day following the month for which Trust Fund contributions are owed.
 - (iii) an amount equal to the greater of:
 - (a) interest on the unpaid contributions, or
 - (b) liquidated damages on the amount of ten percent (10%) of such delinquent and unpaid contributions due to each respective Fund or twenty dollars (\$20.00), whichever is greater, for each and every delinquent monthly contribution.
 - (iv) all audit and collection costs, and
 - (v) if delinquency is turned over to an attorney for collection, reasonable attorney's fees and costs of the action as provided for by the Employee Retirement Income Security Act, as amended, together with all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein, and
- (b) The amount specified in subsection (3)(b), above, shall be due and payable to each respective Fund upon the day immediately following the date such contribution

becomes delinquent and shall be in addition to the total amount of the delinquent contributions. Said amount is payable as and for liquidated damages, and not as a penalty, in that the failure of the Contractor to make the required timely payment of contributions imposes additional burden and expenses upon the Trustees in the collection thereof; in the administration of the Trust Funds, including but not limited to the processing of late contribution reports, correspondence, and other communication with said Contractor; and, in addition thereto, may cause a loss of benefits to employees, and loss of benefit of the use of the amounts required to be paid, all of which are difficult to accurately ascertain.

5. Notice to Employees of Employer's Failure to Make Contributions on their Behalf (Exhibit "K") Under Section 14.I.4. On the 15th day of the month immediately following the month for which contributions are due, a notice will be sent to all employees informing them of the failure of the employer to make the contribution on their behalf.
6. Weekly Reports and Payments by Delinquent Contractor. Any other provision to the contrary notwithstanding, a Contractor who is responsible for delinquent contributions may be required by the Trustees of the various Funds to make and submit weekly detailed reports and payments for current contributions no later than Friday immediately following the end of each and every week until such time as all delinquent accounts due and payable to each of the respective Funds are brought current. In the event Friday falls on any holiday on which local banks will be closed, the report and payments shall be made and submitted by Thursday of that week.
7. Bond or Cash-in-Escrow by Delinquent Contractor. If the delinquent contributions, liquidated damages, interest, attorney's fees, and costs due to any respective Fund are not paid within thirty (30) calendar days after the due date, the delinquent Contractor, to secure the payment of future contributions, may be required to post with the Trustees of each respective Fund within five (5) working days thereafter and for a period of up to one year from the date of delinquency a surety bond or cash-in-escrow in an amount equal to the last three (3) months' contributions or five thousand (\$5,000.00) dollars whichever is greater.
8. Application/Non-Application of Section 21 (Grievance Procedure and Arbitration). All matters involving the payment, collection, and enforcement of Contractor contributions, liquidated damages, and/or interest due to the various Funds provided for in this Agreement shall be handled by and in the manner prescribed by the Trustees of the various Funds in accordance with the Trust documents establishing said Funds and shall not be subject to the provisions of Section 21 (Grievance Procedure and Arbitration); provided, however, that any questions relating thereto as may arise pursuant to a Union action under Section 7.C of this Agreement and any questions relating to whether a particular person or group of persons are employees as defined under Section 2 (Coverage) of this Agreement for whom contributions are due shall be subject to the provisions of Section 21 (Grievance Procedure and Arbitration).
9. Relationship to Section 7.C. Nothing in Section 14 shall be construed as being in conflict with the provisions of Section 7.C of this Agreement, nor shall anything in Section 14 be

deemed a condition precedent to any action that the Union may take under the provisions of Section 7.C.

10. A charge of a violation of this Article may be filed by the Union and/or the Trustees of any of the Joint Trust Funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes as provided in Section 21 of this Agreement. As a remedy for violations of this Article, the arbitrator (or arbitration body) provided for in Section 21.B 4 is empowered, at the request of the Union and/or the Trustees of the Joint Trust Funds, to require an employer to:
 - (a) Pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result to the violations, and
 - (b) Pay into the affected contributory Funds established under this Agreement or any applicable local Agreement, any delinquent contributions to such funds which have resulted from the violations. Provisions of this remedy herein does not make such remedy the exclusive remedy available to the Union and/or the Fund Trustees for violation of this Section, nor does it make the same for other remedies unavailable to the Union and/or the Fund Trustees for violation of other sections of this Agreement.
11. If, as a result of violations of this Article, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with the above subsections, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

SECTION 15

OTHER FUNDS

- A. Hawaii Wall & Ceiling Industry Association Promotion Fund.
 1. During the term of this Agreement, each Contractor shall continue to contribute fifteen cents (15¢) per hour for each hour worked by each employee covered by this Agreement to the Promotional Fund of the Hawaii Wall & Ceiling Industry Association.
 2. The above is a Management add-on item (that is, it was added by Management after settlement of the wage and benefit "package" as contained in this Master Agreement). It, therefore, does not in any way constitute a deduction from or loss to any employee covered by this Agreement. In that light, the Board of Directors of Hawaii Wall & Ceiling Industry

Association shall have the right at any time and at their discretion to increase or decrease the rate of contribution to the HWCIA Promotional Fund or to discontinue said Fund; and upon notice to the Union of any such action, the provisions of this Section 15 shall be deemed as automatically amended (or deleted, as the case may be) from this Agreement.

SECTION 16

MISCELLANEOUS WORKING RULES

A. Ratio of Journeypersons to Forepersons/Working Forepersons

1. On all jobs requiring five (5) or more journeypersons Plasterers and/or Apprentice Plasterers, one Journeyperson shall be a Foreperson or Working Foreperson. A Working Foreperson shall not supervise more than nine (9) other Journeyperson and/or Apprentices. There shall be no other limitations or restrictions placed on the number of workers assigned to any crew or to any service. The selection of Foreperson and Working Foreperson shall be entirely the responsibility of the Contractor.
2. The rates of pay for Foreperson and Working Foreperson shall be set forth in Exhibit "A" (Wage Schedule).

B. Drinking Water. The Contractor shall supply insulated water containers (at least one (1) gallon capacity) to employees requesting same for their use in providing themselves with suitable drinking water at the job site.

C. Tools

1. Attached hereto and made a part hereof as Exhibit "H" is a list of tools which employees covered by this Agreement are required to provide themselves; and an employee who does not have the proper tools on hand for the work being done shall be subject to discipline including discharge.
2. All other tools and their accessories as may be required by the Contractor shall be supplied by the Contractor. Said Contractor-supplied tools shall be checked-out to individual employees who shall sign for and be held accountable for their return. Wage deduction forms signed at the time the tools are issued shall be used to collect the cost of such tools not returned at the time of termination. Tools that are signed for by an employee and which are stolen shall be replaced by the Contractor provided such theft is promptly reported to the Contractor.
3. On neighbor islands, but not on Oahu, the Contractor shall provide on each job site a reasonably safe place where his/her employees may keep their tools. If an individual employee's tool kit of the working tools is lost by reason of fire or theft involving forcible

entry while on the Contractors care, the Contractor shall replace those tools that were so lost. The employees shall suffer no loss of pay for the time that said replaced tools are being secured for him/her, it being understood that the employee shall immediately report the lost to the Contractor.

D. Safety and Protective Devices.

1. Except for construction hard hats and footwear which each employee shall secure on his/her own as part of the tools of his/her trade, the Contractor shall furnish all other safety and protective equipment as may be required by applicable State and/or Federal safety regulations for the work being performed.
2. Where a special type or color of hard hat is required either by State or Federal safety regulations or by the Contractor, said special type or color of hard hat shall be supplied by the Contractor.
3. Each employee covered hereby shall use the provided health and safety equipment. Employees' proper use of safety and health equipment issued by the Contractor shall be mandatory, and failure to do so will be cause for disciplinary action (including discharge).
4. Employees shall use and shall properly care for and maintain such safety and health equipment as is issued or signed to them, and they shall return same to the Contractor upon completion of its use.
5. Safety and health equipment which is new or has previously been issued to an employee and returned to the Contractor shall be inspected by the Contractor and/or a representative of said Contractor prior to its re-issuance to another employee to insure the integrity of said equipment.
6. When respirators are used, the Contractor shall provide an adequate supply of proper replacement filters on hand at the job site at which such respirators shall be used, and said Contractor shall sanitize respirators prior to their re-issuance to another employee.
7. The Contractor shall conduct safety meetings a minimum of once a month, and safety meetings the day after a fatality, for all employees covered hereunder and may be attended by a representative of the Union. Such mandatory meetings will be conducted on paid time. Attendance at such meetings is mandatory, and employees who do not attend may be subject to disciplinary action.
8. The Contractor agrees to provide and maintain safe working conditions for each employee covered hereby in accordance with Federal and State safety and health laws and regulations.
9. Employees shall perform their duties in such a manner as to promote safe and efficient operation of each particular duty and of any job as a whole.

10. In cases involving severe accidents which required an ambulance or hospitalization, the Contractor shall notify the Union as soon as possible but no later than one (1) working day (Monday through Friday) after the accident occurred.
 11. A copy of any accident report(s) required by the State of Hawaii or Federal Government to be completed by the Contractor shall be made available by the Contractor to the Union upon request by the Union.
 12. As required by the State of Hawaii's Occupational Safety and Health standards, the Contractor will provide and maintain adequate first aid equipment on each job. The Contractor shall also arrange for adequate and prompt medical attention in case of injury. This may be accomplished by (a) on-the-job facilities or proper equipment for prompt transportation of injured employees to a physician, or (b) a communication system for contacting a doctor or ambulance or a combination of these that will avoid unnecessary delay in treatment.
 13. As required under the State of Hawaii's Occupational Safety and Health standards, suitable, adequate, and sanitary toilet facilities shall be provided on all jobs. The facilities shall be serviced and maintained on a regular basis and shall be located in a readily accessible area which should not interfere with active project operations.
 14. No employee shall be required to perform job site work after sunset or before sunrise unless the employee is accompanied by another individual.
 15. Employees shall not be required to operate or to work with or about equipment which has been found unsafe by an authorized representative of the State of Hawaii Division of Occupational Safety and Health.
- E. Clean-up Time. Employees shall be allowed not less than five (5) minutes or not more than ten (10) minutes for tool clean- up prior to quitting time.
- F. Personal Automobile. No employee shall be required to use his/her personal automobile to transport the Contractor's materials or equipment, except for tools assigned to him/her by the Contractor.
- G. No Piece Work, Contract Work, or Moonlighting.
1. No Piece Work or Contract Work.
 - (a) No employee shall perform work covered by this Agreement on a "piece-work" or contract basis, nor shall any employee perform work within the jurisdiction of this Agreement except as an employee of the Contractor.
 - (b) No Contractor shall allow any employee to perform work covered by this Agreement on a "piece-work" or contract basis, nor shall any Contractor allow any employee to perform work within the jurisdiction of this Agreement except as an employee covered by this Agreement.

2. No Moonlighting.

- (a) No employee covered by this Agreement shall do any moonlighting of work covered by this Agreement.
- (b) No Contractor shall allow any moonlighting of work to be done for him/her.
- (c) For purposes of this paragraph, "moonlighting" shall be defined as an employee performing work covered by this Agreement, with or without compensation, after hours, on weekends or holidays, or during periods of vacation for someone other than the Contractor by whom he/she is employed, without the specific knowledge and approval of said Contractor and the Union.
- (d) Any Employer who schedules work, on any project, for a Saturday, Sunday, or holiday, must register such intent with the Union no later than the Friday before the scheduled work, listing the name and location of the project to be worked along with the list of employees who will be working.
- (e) If the employer requires employees other than his/her own regular employee, then Section 25.B 7 must be complied with before using "Loaned" employees from another employer. When using loaned employees an Exhibit "B-1" Notification of Loaned Employees must be filed at the same time.

3. Violations of this Subsection.

- (a) In the event it is alleged that an employee covered by this Agreement or that a Contractor is signatory to this Agreement has violated paragraphs 1 and/or 2, above, said allegation shall be processed as an Expedited Grievance to the State Joint Board. If the State Joint Board determines that a violation has in fact occurred, the violator shall be fined as follows:

First Offensefine of \$ 500
Second Offense fine of \$1,000
Third Offense and Thereafter ... fine of \$1,500

- (b) In addition to the above fine, an employee violator may, under the provisions of Section 8 (Discipline or Discharge) of this Agreement, also be subject to disciplinary action, including discharge, by the contractor for whom he/she is working.

SECTION 17

TRANSPORTATION

A. Transportation (General Provisions Applicable To All Islands in the State of Hawaii)

1. An employee covered by this Agreement shall report to work at his/her scheduled starting point (either the Contractor's shop, permanent yard, or the job site as scheduled by and at the Contractor's option), and shall be ready to begin work at his/her scheduled starting time.
2. At the sole discretion of the Contractor, for the purpose of operational efficiency, the Contractor may provide suitable transportation at the Contractor's cost, from the Contractor's shop/permanent yard or other central convenient pickup points enroute to the job site, and back to the pickup points, to those employees who wish to utilize it. Such transportation will depart in sufficient time to permit arrival at the job site in time for employees to start work at their scheduled starting time.
3. Time traveled from the Contractor's shop/permanent yard/pickup point to the job site shall not be considered as time worked and shall not be included as part of the eight (8) hour work day, except for the driver.
4. Time spent outside of his/her regularly scheduled eight (8)-hour workday by the driver of the Contractor's trucks and/or other vehicles used in providing the aforementioned transportation from the Contractor's shop/permanent yard/pick-up points shall be paid for at said driver's applicable rate of pay. Such "driving time", however, shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and Other Funds as provided for in this Agreement.
5. Employees who wish to utilize the aforementioned transportation shall so notify the Contractor in sufficient time for said Contractor to make necessary arrangements.

B. Bad Road Transportation. At or within a job or project, where the access road to where the work is to be performed is unsuitable and no parking facilities are provided within a five (5) minute walk to said work area, the Contractor will transport the employees from the parking area to and from where the work is being performed.

C. Parking Expenses.

1. If there is no free parking available within two thousand (2,000) feet of said job site, then the Contractor shall reimburse, at the lowest parking rate available within said two thousand (2,000) feet area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor, may, however, at his/her option, furnish transportation from a designated parking area where parking is free to and from the job site, rather than reimburse the employees for such parking expenditure.

2. In the event receipts are not available for parking expenses, the Union and the Contractor shall meet prior to the commencement of the project to work out alternative, mutually agreed provisions to take care of parking expenses. It was also agreed that suitable parking means that employees should have appropriate ingress and egress from such parking when completing work.

SECTION 18

SUBSISTENCE AND TRAVEL (Neighbor Island Work)

A. Subsistence and Travel.

1. Where an employee is required by the Contractor to leave the island on which he/she resides to report to work on a neighbor island project, the Contractor will provide transportation to and from said island.
2. Employees shall be reimbursed for travel expenses as approved by the Contractor which are incidental to the trip.
3. While traveling to and from said island on a regular workday, the employee will receive his/her regular straight time rate of pay not to exceed eight (8) hours in any one twenty-four (24)-hour period, including time worked. If work is not provided for the employee at the time of his/her arrival at his/her destination, he/she shall nevertheless be paid eight (8) straight time hours.
4. If required by the Contractor to travel to and from said island on a non-work day, the employee shall receive a minimum of two (2) hours' pay at one-and-one half (1-1/2) times his/her regular straight time rate.
5. Transportation of any personal baggage (exclusive of tools required by the Contractor) in excess of the weight and size that is included in the normal fare shall be paid for by the employee, unless he/she receives express permission from the Contractor to take excess baggage. Notwithstanding the foregoing clause to the contrary, should the airline which the Contractor bought the ticket from charge a fee for all baggage, the Contractor shall pay for the transportation of all baggage, including but not limited to all fees for up to one (1) personal baggage that is of the normal weight and size allowed by said airline (exclusive of tools required by the Contractor).
6. If an employee is required to remain on the neighbor island for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two [2] persons to a room*) at facilities designated by the Contractor.

The employee may, however, request to receive either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 7(b), 7(c), and 7(d), below, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of neighbor island travel and must sign an appropriate form. The determination of whether to provide meal and lodging or the applicable allowance rests with the Contractor.

7. If the employee is required to remain on the neighbor island for more than one (1) calendar week, the Contractor shall be required to provide either:

- (a) meals and lodging of good quality (no more than two [2] persons per room*), OR
- (b) lodging of good quality (no more than two [2] persons per room*) plus pay a meal allowance in the following amount:

Effective September 1, 2014	\$39.00 per day
Effective August 31, 2015	\$40.00 per day
Effective August 29, 2016	\$41.00 per day
Effective September 4, 2017	\$42.00 per day
Effective September 3, 2018	\$43.00 per day

(c) Or, pay a subsistence allowance in the following amount:

Effective September 1, 2014	\$72.00 per day
Effective August 31, 2015	\$74.00 per day
Effective August 29, 2016	\$76.00 per day
Effective September 4, 2017	\$78.00 per day
Effective September 3, 2018	\$80.00 per day

(d) In the event the Contractor requires only one (1) employee to travel to a neighbor island, for more than one (1) calendar week, the Contractor shall make arrangements to provide for meals and lodging of good quality.

*NOTE: The term "room" as used in paragraphs 7(a) and 7(b), above, shall NOT include the living room, but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.

8. Except as provided in paragraph 9, immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 7(c) above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice.

9. Where a camp set-up which meets County and State Department of Health standards is

being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.

10. Meals and lodging or the applicable allowance, as the case may be, shall be provided for seven (7) days a week. The Contractor will ensure that payment is made in a timely manner to guarantee that the individual will not be required to make out of pocket payments; provided, however, that an employee who is absent from work without the approval of the Contractor shall pay the applicable subsistence allowance as specified above for the cost of meals and lodging or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.
11. Meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee refuses to work, or is suspended or discharged for cause prior to the completion of the work project. If an employee is suspended or discharged for cause (including failure to pay Union dues), the Contractor will not pay or reimburse the employee for his/her return transportation, and for the return travel time. Unless determined under the Grievance Procedure to have been a "constructive discharge," an employee who quits or otherwise refuses to work shall pay his/her own return transportation and shall also not be paid for return travel time.
12. In the event of death or serious illness or injury involving an employee's immediate family (spouse, child, brother, sister, parents, mother-in-law, or father-in-law), the Contractor shall pay for the cost of an employee's return transportation to his/her home island.
13. In the event an employee is injured or becomes ill and a duly-licensed medical physician certifies that said employee's condition require that he/she be returned to his/her home island, the Contractor shall pay for the cost of said return transportation. This shall not apply, however, to an employee whose injury or illness is caused by his/her own misconduct while off duty.
14. This subsection shall not apply to bona fide residents of the Island on which the work is being performed.
15. Airport parking expense when traveling off-island for short-term work Contractor to pay travel to and from island for parking at the airport.

B. Application Of Subsistence To Bona Fide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On the Same Island

1. When an employee who is a bona fide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two [2] persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive either a meal allowance or subsistence

allowance in the same manner as specified in paragraphs 7(b) and 7(c) above, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of the travel requirements and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.

2. If an employee who is a bona fide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for more than one (1) calendar week, the Contractor shall be required to provide either:
 - (a) meals and lodging of good quality (no more than two [2] persons per room*), OR
 - (b) lodging of good quality (no more than two [2] persons per room*) plus pay a meal allowance in the same amount as specified in paragraph 7(b), above, OR
 - (c) pay a subsistence allowance in the same manner as specified in paragraph 7(c), above

*NOTE: The term "room" as used in paragraphs 2(a) and 2(b), above, shall NOT include the living room, but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.

3. Except as provided in paragraph 4, immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 7(c), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice.
4. Where a camp set-up which meets County and State Department of Health standards is being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance. A Camp Committee shall be established with representatives from each trade to set-up camp rules and to coordinate recreational and/or other activities.
5. Such meals and lodging or the applicable allowance, as the case may be, shall be provided for five (5) days a week, provided, however, that where said employment is required by the

Contractor to work a six (6)- or seven (7)-day workweek, said employee shall receive meals and lodging or the applicable allowance, as the case may be, for said six (6) or seven (7) days. Where the work is scheduled by the Contractor on the basis of four (4) nine (9) hour days (Monday through Thursday) plus four (4) hours on Friday; then meals and lodging or the applicable allowance, as the case may be, shall be provided for four (4) days (Monday through Thursday) plus fifty percent (50%) of the meal allowance amount specified in paragraph

7. An employee absent from work without the approval of the Contractor shall pay or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.
8. Such meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee quits, refuses to work, or is suspended or discharged for cause prior to the completion of the work project.

SECTION 19

ACCESS TO COMPANY PREMISES

The Business Representatives of the Union shall have access to the Contractor's job sites for purposes of investigating grievances that have arisen and ascertaining whether or not this Agreement is being observed. Such representatives shall make every reasonable effort to advise the project superintendent of his/her authorized representative of his/her presence on the project. Such visits shall be exercised reasonably and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work.

SECTION 20

UNION STEWARD

- A. For any given project of the Contractor, the Union may select from amongst the employees on said project, a Union Steward who shall be given reasonable time during regular working hours to contact employees covered by this Agreement who are employed on said project; provided, however, that time spent on Steward activities shall be exercised reasonably and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work.
- B. The Union shall give written notice to the Contractor the name of the Union Steward.
- C. Said Steward shall be allowed to attend and participate in grievance meetings held on the project on which he/she is working and he/she shall suffer no loss of pay as a result of such participation.
- D. It is specifically understood that said Steward shall not under any circumstances leave the project to which he/she has been assigned in order to perform his/her Steward duties.

- E. The Contractor shall not discharge or discriminate against said Union Steward or any other employee for presenting a grievance or giving evidence with respect to an alleged violation of this Agreement. When the Union Steward or any other employee alleges a violation of this Agreement, the complaint will be processed as provided under Section 21 (Grievance Procedure and Arbitration).
- F. In the event the Union Steward is to be laid off for lack of work, the Contractor shall notify the Union at least one (1) working day before the layoff is to be made.

SECTION 21

GRIEVANCE PROCEDURE AND ARBITRATION

A. General Provisions.

1. The term "grievance" as used in this Agreement shall mean:
 - (a) A complaint filed by the Union or by any employee covered by this Agreement alleging a violation of a specific provision of this Agreement, and
 - (b) A complaint filed by any Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7 (No Strike or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 25.B (Referral and Hiring Procedure).
2. Except for grievances which are subject to an Expedited Hearing (as provided for under paragraph C, below), grievances shall be presented to the Contractor (or to the Union, as the case may be) allegedly at fault within twenty (20) working days after the alleged violation occurred or first became known to the grieving party; provided, however, that in cases of discharge, the grievance shall be submitted within ten (10) working days of the discharge. Failure to so present the grievance shall be deemed as waiver of remedy.
3. If, however, the grievance involves nonpayment or partial payment of wages and/or nonpayment or partial payment of amounts due under Section 18 (Subsistence and Travel) and such nonpayment or partial payment was not as a grievance by reason of the promise of the Contractor to make full payment at a later date but which promise was not fulfilled, the said grievance shall be recognized.
4. By mutual agreement of the parties, any step in the grievance procedure as hereinafter provided may be waived and/or any of the time limits within any step may be extended. Any such waiver and/or extension shall be confirmed in writing.

5. Pertinent and relevant information in the possession of any party to the grievance which is needed by the other party to investigate and process a grievance shall be accessible to the requesting party within three (3) working days of the request of such information.

B. Grievance Procedure. Except for grievances which are subject to an Expedited Hearing (as provided for in paragraph C, below), the complainant shall follow the procedure hereinafter set forth in submitting the grievance and having it investigated and the merits thereof determined.

1. First Step (Job-Site Supervisor). A grievance shall first be presented to the Job-Site Supervisor who has authority to review and adjust grievances.
2. Second Step (Contractor's President/General Manager or His/Her Authorized Representative). If the matter is not settled through informal discussion between said Supervisor and the Union within three (3) working days after presentation to said Supervisor, the complainant, if he/she or it wishes to pursue the grievance further, shall submit it to the Contractor's President/General Manager or his/her authorized representative. Such submittal must be made in writing no later than five (5) working days after expiration of the initial three (3) working day period as specified above.
3. Third Step (State Joint Board).
 - (a) If the matter is not settled through informal discussion between the Union and the Contractor's President/General Manager (or his/her authorized representative) within five (5) working days after receipt by said President/General Manager (or his/her authorized representative) of the aforementioned written presentation, the complainant, if he/she or it wishes to pursue the matter further, shall submit the grievance, as previously set forth in writing, to the State Joint Board. Such submittal to the State Joint Board must be no later than five (5) working days after expiration of the five (5) working day period as specified above in which the Contractor's President/General Manager (or his/her authorized representative) has to review the grievance.
 - (b) The State Joint Board shall convene within seven (7) working days after it receives the written submission of a grievance.
 - (c) In the event a member of the State Joint Board (or his/her Company) is a party to the grievance, he/she shall be replaced by an Alternate.
 - (c) The State Joint Board shall have three (3) working days from the date it convenes to arrive at a decision. Any decision made by the State Joint Board shall be reduced to writing and a copy thereof shall be transmitted to each of the parties involved. Any such decision shall be final and binding upon all parties and there shall be no right of appeal to that decision.
 - (d) If, however, the Board is unable to arrive at a majority decision within three (3) working days from the date it convenes, then the complainant, if he/she or it wishes to pursue the grievance further, shall submit the grievance to arbitrations hereinafter provided. Notification of intent to present the grievance to arbitration must be made in writing within five (5) working days after receipt of the State Joint Board's report that it is unable to render a decision.

4. Fourth Step (Arbitration).

- a) Within three (3) working days after receipt of the aforementioned written notification of intent to arbitrate, an authorized representative of the Union shall confer to mutually select an Arbitrator. If the aforementioned representatives of the Union and the Association are unable to mutually agree on the name of an Arbitrator within the aforementioned three (3) working day period, there shall be a Board of Arbitration consisting of three (3) persons, one (1) selected by the Contractors, one (1) selected by the Union, and a third independent arbitrator selected by the two selected representatives.
- (b) All decisions of the Arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator. The Arbitrator shall receive for his/her services such remuneration as, from time to time, shall be acceptable to him/her and agreed upon by the parties. All decisions of the Arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto. All fees and expenses of the Arbitrator shall be borne equally by the Union and the Contractor. Each party shall bear the expenses of the presentation of its own case.
- (c) All decisions of the Arbitrator under this Section shall be final and binding upon the parties.
- (d) The retroactive application of any remedy of the Arbitrator shall be limited to twenty (20) working days from the time the Contractor had notice of the grievance; provided, however, that in grievances involving the situation mentioned in paragraph A.3., above, the Arbitrator is empowered to grant full restitution of unpaid amounts, subject, of course, to the applicable State of Hawaii Statute of Limitations. In cases involving suspension or discharge, if the Arbitrator finds that a discharge or suspension was not for just cause, such discharge or suspension may be set aside, reduced, or otherwise changed by the Arbitrator. If the penalty is set aside, reduced, or otherwise changed, the Arbitrator, may at his/her discretion, award back pay to compensate the employee, wholly or partially, for any wages (including Contractor payments to the various Trust and other Funds as provided in this Agreement) lost because of the discharge or suspension. If a back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the discharge or suspension was in effect shall be deducted by the Arbitrator in determining the amount of the award.

C. Grievance Subject To An Expedited Hearing

1. The following grievances shall be subject to an Expedited Hearing:

- (a) a complaint filed by the Union alleging a violation of Section 7 (No Strike or Lockout) or Section 25.B (Referral and Hiring Procedure), and
 - (b) a complaint filed by a Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7 (No Strike or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 25.B (Referral and Hiring Procedure).
2. Grievances subject to an Expedited Hearing may, at the complainant's option, be submitted directly to the State Joint Board. Such submittal to the State Joint Board shall be made in writing and must be submitted within five (5) working days after the alleged violation occurred or first became known to the complainant. Said written submittal shall specify the nature of the grievance, the specific Section(s) or Provision(s) of the Agreement allegedly violated, and the remedy being sought.
 3. The State Joint Board shall convene within two (2) working days after it receives the aforementioned written submittal.

SECTION 22

STATE JOINT BOARD

A. Appointment of Representatives.

1. There is hereby established a State Joint Board (hereinafter referred to as "Joint Board" and/or "Board") to be composed of:
 - (a) Three persons appointed by the Union, and
 - (b) Three persons appointed by the Association for and on behalf of the Contractors covered hereby.
2. Alternates may be selected by each of the appointing parties to serve when regular members are or will be absent.

B. Scope and Authority.

1. The State Joint Board shall have the authority:
 - (a) to review, hear, and make decisions, on grievances submitted to the Board pursuant to the provisions of Section 21 (Grievance Procedures and Arbitration), and
 - (b) to review and make recommendations with respect to problem areas or other matters of mutual concern that are referred to it, or which it takes upon its own volition, and

- (c) in the case of complaints, problems, and/or allegations that a Contractor has misused or abused the provisions of Section 11.A.2 or Section 11.A.3 (relating to the scheduling of a straight time "make-up" day) and/or the provisions of Section 11.A.6 (a) and (b) (relating to the scheduling of a workweek other than five [5] eight [8] hour days), the Board shall, on a second upheld charge before the Board involving the same or similar matter, be empowered to impose a fine or other penalty on said Contractor, including an order that said Contractor pay the applicable overtime rate to the employees affected for the work performed. If a fine is imposed, it shall be paid as set forth in paragraph (d), below,
- (d) In the case of grievances subject to an Expedited Hearing, namely: alleged violations of Section 7 (No Strike or Lockout) and Section 25.B (Referral and Hiring), to impose a fine or other penalty (the amount of which shall be reasonably related to the nature and extent of the violation) on the Contractor, the Union, or any employee who was found to have violated the specific Sections indicated, unless the violations was caused by reasons beyond the control of the party found to be in violation. If imposed, any such fine or penalty shall be paid to a charitable, non-profit organization designated by the State Joint Board.

2. It is specifically understood and agreed that all decisions and recommendations of the Joint Board shall be within the scope of this Agreement, and that said Joint Board shall not have authority to alter, amend, or modify the terms of this Agreement in any way. Should a problem arise in which the Joint Board recommends that the Agreement be amended, said recommendation will be referred to the Union and to the Association for review and appropriate action.

C. Rules of Procedures. Except as herein provided, the Joint Board shall determine its own rules of procedure and all other details necessary to carry out the business for which it was appointed.

D. Quorum.

- 1. A quorum at any meeting of the Joint Board shall consist of at least two (2) Union Board members and two (2) Contractor Board members. Unless a quorum is present, no business shall be transacted.
- 2. The Board may act in writing without a meeting upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least three (3) Contractor Board members and three (3) Union Board members and provided further that a copy of such written concurrence shall be forthwith mailed to each nonparticipating Board member.

E. Voting.

- 1. A quorum being present, all matters coming before the Joint Board for consideration shall be decided by a majority vote of the Board members and/or Alternates present and eligible to vote. If any member of the Board requests it, said voting shall be conducted by secret ballot.

2. It is understood that the number of Board members eligible to vote shall be governed by the lesser number of Contractor or Union Board members present so that the total number of votes cast by the Contractor members may not exceed the total number of votes cast by the Union members and vice versa.
- F. Rights of Board. The Board may summon, question, and examine any party to this Agreement, or their representatives or agents, in connection with any question or matter over which the Joint Board may act. The Joint Board may also have the books and accounts of any party covered by or signatory to this Agreement examined by an independent certified public accountant as to payroll records, payments made to employees covered by this Agreement, and payment of fringe benefits.
- G. Expenses. Each party shall bear the costs and expenses of its own representatives to the Joint Board. All expenses which are incurred by the Joint Board shall be divided equally between the parties.
- H. Matter Involving Non-Association Contractor Signatory to this Agreement. In the event a matter is presented to the Joint Board involving a Contractor who is not a member of the Association, but who is signatory to this Agreement or its counterpart, then and in that event, such Contractor, upon receipt of notice by Certified Mail, may elect to designate one representative to serve as a member of the Joint Board in lieu of one of the regularly designated representatives. Such Non-Association Contractor shall have the right to be present or to be represented at the meeting or meetings during which his/her matter is to be heard and shall have the right to present evidence and testimony on his/her behalf. In the event such Contractor fails or refuses to designate a representative to serve as a member of the Board or fails or refuses to appear at the scheduled meetings, then in that event the Joint Board, as regularly constituted, may proceed in the same manner as if the Contractor were present and represented as herein prescribed.
- I. Limitation of Liability. No member of the State Joint Board shall be liable to anyone (including the parties hereto, any contractor signatory to this Agreement, any employee covered by this Agreement, any other Unions or Associations, or any other person, firm, corporation, or other entity) as a result of decisions or acts made in the performance of his/her duty under this Agreement.

SECTION 23

JURISDICTIONAL DISPUTES

- A. The parties hereto agree that there shall be no lockout by the Contractor, nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by this Agreement over jurisdictional disputes.
- B. Jurisdictional disputes are defined as any dispute where two (2) or more unions claim the disputed work. Such disputes shall not be subject to the grievance procedure and shall not be considered a violation of Section 24. SUBCONTRACTING. In the event of a jurisdictional dispute over any work being performed or to be performed and involving any union, the Union, the Contractor, the

dispute.

- C. If the aforementioned parties cannot or do not resolve said dispute within two (2) working days after the aforesaid meeting, then the dispute will be referred to the PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY. If any Union or Contractor refuses to submit dispute to the PLAN FOR SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY then the Union may submit this dispute as a grievance at the Third Step (State Joint Board) under Section 21. GRIEVANCE PROCEDURE AND ARBITRATION for resolution as a violation of Section 23 and/or Section 24.
- D. In the interim period during which the dispute is sought to be resolved, the work shall proceed as originally assigned by the Contractor and shall continue until a final settlement or adjudication is rendered. Should the dispute have the effect of slowing down or stopping any part of the Contractor's work, the Contractor shall be free to exercise any appropriate course of action (including the initiation of proceedings with the National Labor Relations Board) to settle the dispute and restrain those who are responsible for the job disruption and nothing in this Agreement or in this Section shall be deemed as a condition precedent to any such action that the Contractor would be lawfully entitled to take.
- E. In no event shall a jurisdictional dispute be resolved in such manner as to require the employment of a particular tradesperson where one cannot be efficiently and productively employed on a full-day basis.

SECTION 24

SUBCONTRACTING

Preservation of Work and Application to Subcontractors

- A. Preservation of Work. The purpose and intent of this section is to preserve and protect the employment opportunities and the terms and conditions of employment of all employees covered by this Agreement to the maximum extent permitted by law.
 - 1. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, to protect the benefits to which employees are entitled under this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is hereby agreed as follows:
 - (a) If and when the employer shall perform any work of the type covered by this Agreement at any plant or construction site.
 - (i) Under its own name.

- (ii) Under the name of another entity (whether a corporation, company, partnership, or any other business entity, including a joint venture) wherein the Contractor, including its owners and stockholders, officers, directors, or partners exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work; provided, however, that separate ownership, management, and control of an independent company by a child of an owner of a Contractor shall not be deemed to be direct or indirect control, management, or ownership by the Contractor within the meaning of this provision.

- B. Definition of a Subcontractor. A subcontractor is defined as any person, firm, corporation, or other entity, including those signatory to this Agreement, who becomes a party of interest in a joint venture and/or partnership which is not signatory to this Agreement, who agrees orally or in writing to perform, or who in fact performs for or on behalf of a contractor or subcontractor of a contractor any part or portion of the on site or off site work covered by this Agreement if this definition applies to a contractor or subcontractor of any tier, then such contractor or subcontractor will become a party covered under this Agreement.
- C. Subcontracting of Work Covered by this Agreement. If a contractor decides to subcontract construction work covered by this Agreement (pursuant to Exhibit "A") to be done at the job site or at a special compound or yard, the contractor shall subcontract such work only to a subcontractor who is signatory to a Collective Bargaining Agreement with Local #630 OPCMIA or Local #1 IUBAC.
 - 1. If the contractor does not place the job out to bid and negotiates directly with a subcontractor or preselects the subcontractor, the contractor shall award the work only to a subcontractor who is signatory or becomes signatory to a Collective Bargaining Agreement with Local #630 OPCMIA or Local #1 IUBAC.
- D. Contractor Liability for Subcontractor Delinquency. Any Contractor who has subcontracted work covered by this Agreement to a subcontractor deemed to be pattern delinquent by the Trust Funds (as determined by the Trust Delinquency Committee and as communicated by the Trust Fund Administrator to all Contractors) set forth in this Agreement with respect to Contributions to said Trust Funds, shall be liable to the Trust Funds from the Contractor's own money as well as from any money the Contractor owes the pattern delinquent subcontractor including any money the Contractor has retained from the pattern delinquent subcontractor, for any delinquency in contributions to the Trust Funds owed by said pattern delinquent subcontractor for work performed on the specific project the pattern delinquent subcontractor was subcontracted to perform work for; provided that nothing herein shall impair the exercise of said Trust Funds' rights to collect delinquencies owed to the Trust Funds.

SECTION 25

REFERRAL, HIRING, AND EMPLOYMENT

A. Notification of Quits and Other Terminations.

1. The Contractor shall notify the Union weekly of names of those employees who have quit, been laid off and/or terminated during the previous workweek. This notification shall be given by means of a standard notification form, a sample of which is attached hereto as Exhibit "C" or by other written means which provides the same information as that set forth on Exhibit "C".

B. Referral and Hiring Procedure.

1. Union as Sole and Exclusive Source of Referral. Except as provided in paragraph 7, below, the Union shall be the sole and exclusive source of referral of applicants for employment.
2. Notice to Union Referral Office. When a Contractor requires additional persons for work covered by this Agreement, he/she shall notify the Union Referral Office of the qualifications of the person or persons required. Whenever possible, this notice shall be given forty-eight (48) hours in advance of the time the Contractor desires said person(s) to report for work.
3. Former Employees and Experienced Applicants.
 - (a) When making request to the Union Referral Office, the Contractor may name persons who were formerly employed by him/her at any time within the twenty-four (24) month period before the date of the request, and if said persons are duly registered with the Union Referral Office and are available for employment, the Union shall refer them to the Contractor. Other referrals to the Contractor shall be made on the basis of a referral list or lists which shall be established and maintained by the Union and which shall recognize the following precepts:
 - (i) that applicants experienced in work similar to that for which job openings exist whose experience was gained locally and who currently reside in the locality be given preference, and
 - (ii) that applicants for employment who appear to meet the qualifications stated by the Contractor be referred in the order of the amount of experience they evidence in the type of work for which the job openings exist.
 - (ii) Contractors starting projects in the jurisdiction covered by this Collective Bargaining Agreement may bring in supervisors who do not work with the tools and one (1) key personnel who may work with the tools. All other working personnel must be obtained from the Local's Hiring and Referral lists. If and only if the Hiring and Referral Office(s) is/are unable to fill the request of the Contractor, then the provisions of Paragraph 7 will apply. Under no circumstances will the Contractor secure employees from

out of the covered jurisdiction of this Agreement without first informing the Union.

- (b) The above-referred-to Referral Lists shall be maintained on an Island-by-Island basis, except that separate lists shall also be established and maintained covering the towns (and surrounding areas) of Kona and Hilo.
 - (c) Each of the above Referral Lists shall be established and maintained by the Union in accordance with criteria of the National Relations Act, as amended, and other applicable Federal and/or State laws and regulations.
 - (d) With respect to "pool plasterers" the Contractor agrees that they will loan out or transfer up to two (2) persons, for not more than five (5) days, within forty-eight (48) hours of the request by the Union. Said Contractor shall, by means of standard notification form, a copy of which is attached hereto as Exhibit "B-1" give notice to the Union of the names of the loaned and/or transferred employees that he/she will be transferring. The person or persons who are transferred to perform the pool plasterer work, shall be automatically re-employed by the contractor upon the completion of the loan or transfer. This shall only apply to the referral, hiring, and employment of pool plasterers.
4. "Clearance Slips". All individuals referred by the Union shall be given a "clearance slip" prepared in duplicate and duly signed by an authorized representative of the Union. One copy of said clearance slip shall be retained by the Union for its records and one copy shall be given to the individual being referred for employment for handing to the Contractor's job superintendent or foreperson.
5. No Clearance Slip; No Hire.
- (a) Any individual who does not possess a valid Union-signed Clearance Slip shall not be hired; and the Union Office shall be promptly notified of the instance.
 - (b) Any person who obtains employment by means of a forged Clearance Slip or by any other fraudulent or surreptitious means shall be subject to immediate termination of employment.
6. Notice to Union of Rejection. It is understood that the Contractor has the right to hire or reject any applicant for employment as referred by the Union's Referral Office. So that the records of the Union's Referral Office may be complete, the Contractor shall immediately notify the Union of any rejection. If requested by the Union, a conference will be held between the Contractor and the Union, at which time the reasons for rejection will be explained.
7. If Union Referral Office Does Not Fill Contractor's Request Within Forty-Eight (48) Hours
- (a) If the Union's Referral Office does not fill the Contractor's requirements from the Referral List applicable to the particular Island or area (Hilo or Kona) in which the

work is to be performed within forty-eight (48) hours after the Contractor's request is made, said Contractor may then secure employees directly from any other source of labor he/she desires, including loan or transfer from other Contractors.

- (b) With respect to loaned or transferred employees, said Contractor shall, by means of standard notification form, a copy of which is attached hereto as Exhibit "B-1" give prompt written notice to the Union of the names of the loaned and/or transferred employees that he/she will be using.
- (c) For all other directly-secured employees, the following procedure which is applicable ONLY when the Union's Referral Office does not fill the Contractor's requirements within forty-eight (48) hours after the Contractor's request is made shall be followed:
 - (i) The Contractor shall complete and sign a "Confirmation of Hiring Slip" prepared in duplicate, which shall be in a form as per Exhibit "D", attached hereto.
 - (ii) On or before the date so hired, the employees shall take the Contractor-signed Confirmation of Hiring Slip to the Union Referral Office so that the date of his/her employment may be confirmed to the end that the Contractor's and said Referral Office records will be the same, and possible disputes with respect to rate of pay, union security, and other provisions of this Agreement thereby avoided. Upon such confirmation, one copy of said Slip shall be signed by an authorized representative of the Union and returned to the employee for his/her return to the Contractor. In the event said employee cannot report to the Union's Referral Office before his/her date of hire because of emergency or where the requirements of the job make immediate commencement of work necessary, he/she shall report not later than his/her second day of work, unless other arrangements have been made with the Union.
 - (iii) The Union guarantees that the employee so hired and referred shall be sent back to the Contractor without delay; provided, however, that the Contractor involved had notified the Union of his/her requirements pursuant to paragraph B.2 (Notice to Union Referral Office), above, and has otherwise adhered to the provisions of this Section 25.B (Referral and Hiring Procedure).

8. No Discrimination.

- (a) The Referral and Hiring Procedure shall be operated on a non-discriminatory basis; and neither the Contractor nor the Union shall discriminate in favor of or against any applicant because of his/her membership or non-membership in the Union.
- (b) As specified by Federal and State laws, neither the Union nor any Contractor signatory hereto or covered hereby shall discriminate against any employee or applicant by reason of race, color, religion, sex, national origin, age, physically impaired, or for being a disabled veteran or a veteran of the Vietnam Era.

9. Grievance or Issues of Fact Regarding These Procedures. Any individual aggrieved by the operation of these referral and hiring procedures, including any posted regulations subsequently adopted, and any Contractor who faces a question of fact as to whether he/she has violated or otherwise failed to adhere to these referral and hiring procedures shall have the right to submit said grievance or questions through either party hereto directly to the State Joint Board created in Section 21 (Grievance Procedure and Arbitration); provided such submission is made in writing within five (5) working days after the occurrence of the grievance. Said Board shall have full power to adjust the grievance and its decision thereon shall be final and binding upon the individual grievant, the Contractor, the Union, and all other parties hereto.
10. Posting. The Contractor and the Union shall post copies of the above Referral and Hiring Procedure in places where notices of employees and applicants for employment are customarily posted.
11. Pre-Employment Physicals.
- (a) New applicants to Hawaii's Construction Industry may be required by the Contractor to take a physical examination as a prerequisite to employment. The cost of such examination shall be paid for by the Contractor.
 - (b) Employees presently in the Industry do not have to take a physical examination as a prerequisite to employment providing:
 - (i) The employee has proof that he/she has taken a physical examination as provided under the Hawaii Masons' Health & Welfare Plan within the year immediately preceding the date of referral. Such physical examination shall have been taken at a health care facility as designated or approved under the aforesaid Health & Welfare Plan and shall include an evaluation of job related physical traits required in the trade.
 - (ii) At the discretion of the Contractor, the employee may then be given a Form by the Contractor (a sample copy of which is attached hereto as Exhibit "E") to be completed by the examining physician which will certify that the employee received the required physical and that the employee does not have any physical condition which will preclude him/her from satisfactorily performing the work required. The pre-employment questionnaire may also include inquiries regarding any injuries or illnesses of the employee since his/her last physical which may have an effect upon his/her ability to perform in his/her trade. The doctor shall evaluate the employee's statement. Such doctor's visit shall be paid for by the Contractor.
 - (c) An applicant who has been employed within Hawaii's Construction Industry but

who has not taken a physical examination within the year immediately preceding the date of referral may be required by the Contractor to secure such examination under the Hawaii Masons' Health & Welfare Plan as a prerequisite for employment. If said applicant is not eligible for benefits under the Health & Welfare Plan, the cost of each Contractor-required physical examination shall be paid for by the Contractor.

12. Solicitation.

1. All individual must be on the out of work list and registered with the Union Referral Office, only then he/she may solicit a Local #630 signatory contractor employment once every twelve (12) months. Employer requests for such solicitation of members shall be made in writing, using the applicable Union form.

SECTION 26

ADMINISTRATIVE OFFICE

A. Purpose.

1. In order that the various joint programs as established or continued under this Agreement may be economically administered in a centralize office, the parties hereto have established an Administrative Office, hereinafter referred to as the "Ad Office".
2. With the establishment of said Ad Office, the Joint Committee as provided for below, is charged with the responsibility that said Ad Office will be properly staffed and equipped to perform the services expected of it.

B. Ad Committee.

1. The affairs of the Ad Office shall be supervised by an Administrative Committee (hereinafter referred to as the "Ad Committee") composed of five (5) persons appointed by the Union and five (5) persons appointed by and from amongst the Contractor Trustees on the various Joint Trust Funds. Alternates may be selected by the appointing parties when regular appointees are absent.
2. The persons or firms that perform Certified Public Accounting services to any of the Trust Funds provided for under this Agreement and/or to the Ad Office itself shall be ex-official members of the Ad Committee.

C. Authority of the Ad Committee and Administrator.

1. The Ad Committee shall select the location of the Ad Office and shall have general supervision over the operation of the Ad Office, and it shall have and may exercise all of the authority and power as is necessary to carry out its responsibility. The Ad Committee

shall also be the sole appointing and reporting authority of and for the Ad Office Administrator, who shall manage the day-to-day affairs of the Ad Office. Said Administrator shall be a full-time employee of the Ad Office and shall not receive any compensation, directly or indirectly, from either the Association, the Union, or any Contractor. The rate of compensation of said Administrator shall be fixed from time to time by the Ad Committee.

2. Subject to any requirements or definition of his or her authority and duties as may be prescribed by the Ad Committee, the Administrator shall be solely responsible for the day-to-day operation and affairs of the Ad Office and shall be the only person authorized to hire, discipline, and/or terminate any other employee or employees of said Ad Office. The rates of compensation for other employees shall be within the salary guidelines as established by the Ad Committee, except where higher or lower rates are recommended by the Administrator and approved by the Ad Committee.

D. Duties and Services of Ad Office. The Ad Office shall be expected to perform or cause to be performed the following duties and services (but shall not be limited to):

1. The Ad Office shall keep, secure, make and/or file or cause to be kept, secured, or filed any and all records and reports as the Board of Trustees of any of the Trust Funds may request or direct, or which are required by applicable State or Federal laws, rules, and regulations.
2. The Ad Office shall maintain or cause to be maintained accurate records and accounts of all financial transactions involving or relating to any of the Funds which it services, which records and accounts shall be audited annually by a Certified Public Accountant as selected by the Board of Trustees of the applicable Trust Funds. The report of said Audit shall be submitted to each Trustee of the applicable Trust Fund.
3. The Ad Office shall also maintain or cause to be maintained accurate records and accounts of all financial transactions involving the Ad Office, which records and accounts shall be audited annually by a Certified Public Accountant selected by the Ad Committee. The report of said audit shall be submitted to each of the Trustees of the various Funds and Programs which utilize the services of the Ad Office.
4. As may be generally authorized or specifically directed by the Board of Trustees of any of the Trust Funds, the Ad Office shall also make or cause to be made any audit of a Contractor's payroll records to ascertain whether all contributions due have been paid.
5. The Ad Office shall also perform or provide or cause to be performed or provided any and all other services as the Board of Trustees of any of the Trust Funds may request or direct, or which are required by applicable State or Federal laws, rules, and regulations.

E. Expenses.

1. As determined by the Ad Committee, subject to the approval of each of the respective Board of Trustees, the operating expenses of the Ad Office shall be prorated amongst the

various Funds and Programs which utilize its services.

2. Each party shall bear the costs and expenses (if any) of its own representatives to the Ad Committee.
3. Any expenses which are incurred by the Ad Committee itself shall be borne by the Ad Office.

F. Rules of Procedure. Except as herein provided, the Ad Committee shall determine its own rules of procedure and all other details necessary to carry out the business for which it was appointed.

G. Quorum.

1. A quorum at any meeting of the Ad Committee shall consist of at least three (3) Union Committee members and three (3) Contractor Committee members. Unless a quorum is present, no business shall be transacted.
2. The Committee may act in writing, without a meeting, upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least two (2) Contractor Committee members and two (2) Union Committee members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Committee member.

H. Voting.

1. A quorum being present, all matters coming before the Ad Committee for consideration shall be decided by a majority vote of the Committee members and/or Alternates present and eligible to vote. If any member of the Ad Committee request it, said voting shall be conducted by secret ballot. It is understood that the number of Committee members eligible to vote shall be governed by the lesser number of Contractor or Union Committee members present so that the total number of votes cast by the Contractor members may not exceed the total number of votes cast by the Union members and vice versa.
2. If the Ad Committee is unable to arrive at a majority decision, then either party may refer the matter to the State Joint Board.

I. Limitations of Liability. No member of the Ad Committee shall be liable to anyone, including parties, Contractors, or employees covered by or signatory to this Agreement.

SECTION 27

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into negotiations concerning the substance thereof, it being understood that the provisions of Section 7 (No Strike or Lockout) shall continue to remain in force and effect.

SECTION 28

MOST FAVORED NATION CLAUSE

Should the Union at any time during the term of this Agreement enter into an agreement with any Contractor or Contractors Association covering work covered by this Agreement which provides terms and conditions more advantageous to such Contractor or to member of said Contractor Association, OR should the Union in the case of any Contractor which is bound to this form of Agreement countenance a course of conduct by any such Contractor enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, then any Contractor party to this Agreement shall be privileged to automatically adopt such advantageous terms and conditions.

SECTION 29

MODIFICATION OF AGREEMENT

This Agreement shall not be modified except by written document signed by the parties hereto.

SECTION 30

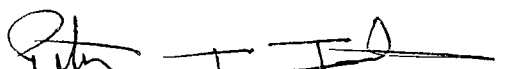
REPRESENTATIONS

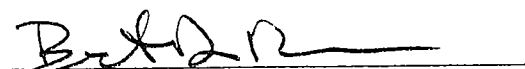
This document contains the entire Agreement of the parties and neither party has made representations to the other which are not contained herein.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative(s), have caused this Master Agreement to be executed on this 8th day of January, ~~2014~~, to be effective September 1, 2014 to and including August 31, 2019. 2015

OPERATIVE PLASTERERS & CEMENT
MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED
STATES AND CANADA. LOCAL #630,
AFL-CIO

HAWAII WALL & CEILING
INDUSTRY ASSOCIATION


It's Financial Secretary-Treasurer/
Business Manager


It's President

Peter T. Iriarte
(Print Name)

Bert Beaman
(Print Name)

Exhibit "A"
STIPULATION

In signing this Stipulation, the undersigned (employer) (employer association on behalf of its members) agrees to be bound by all the terms and provisions of the Agreement establishing procedures for the resolution of jurisdictional disputes in the Construction Industry known as the Plan for the Settlement of Jurisdictional Disputes in the Construction industry. In particular, the undersigned agrees to abide by those provisions of the Plan requiring compliance with the decisions and awards of the Administrator, arbitrators or National Arbitration Panels established under the Plan and to fulfill the obligations of the employers et forth in the Agreement.

This stipulation shall run for the term of the Agreement and shall continue in effect for each year thereafter unless specifically terminated effective upon the anniversary date of said Agreement in accordance with the notice provisions contained in the Agreement. The effective date shall be September 1, 2014.

Authorized signature

Contractor

Print Name

Date

Title

EXHIBIT "A"

**WAGE SCHEDULE COVERING
PLASTERERS IN THE STATE OF HAWAII**

A. Classification and Hourly Wage Schedule Covering PLASTERERS (Operative Plasterers & Cement Mason International Association of the United States and Canada, Local No. 630, AFL-CIO).

<u>Effective Dates</u>	<u>Journey person Plasterer</u>	<u>Working Foreperson</u>	<u>Foreperson</u>
September 1, 2014	\$38.29	\$39.29	\$40.29
August 31, 2015	\$39.04	\$40.04	\$41.04
August 29, 2016	\$39.79	\$40.79	\$41.79
September 4, 2017	\$40.54	\$41.54	\$42.54
September 3, 2018	\$41.34	\$42.34	\$43.34

*Shall also work with the tools of his/her trade as required by the Contractor.

Tier I: Plasterer Apprentices before December 1, 1998*

Percentage of
Journey person's Wage Rate

1 st Period Apprentice	1-1000 hours.....	50%
2 nd Period Apprentice	1001-2000 hours.....	55%
3 rd Period Apprentice	2001-3000 hours.....	60%
4 th Period Apprentice	3001-4000 hours.....	70%
5 th Period Apprentice	4001-5000 hours.....	75%
6 th Period Apprentice	5001-6000 hours.....	80%
7 th Period Apprentice	6001-7000 hours.....	85%
8 th Period Apprentice	7001-8000 hours.....	90%

*If you are in the apprenticeship program before December 1, 1998, the above wage scale Tier I will apply to you. If you are in the apprenticeship program after December 1, 1998, then you will be covered under Tier II, below.

Tier II: Plasterer Apprentices after December 1, 1998*

Percentage of
Journeyman's Wage Rate

1 st Period Apprentice	1-1000 hours.....	40%
2 nd Period Apprentice	1001-2000 hours.....	45%
3 rd Period Apprentice	2001-3000 hours.....	50%
4 th Period Apprentice	3001-4000 hours.....	55%
5 th Period Apprentice	4001-5000 hours.....	60%
6 th Period Apprentice	5001-6000 hours.....	70%
7 th Period Apprentice	6001-7000 hours.....	80%
8 th Period Apprentice	7001-8000 hours.....	90%

B. Benefit Contributions for Apprentices. Only Health and Welfare Fund and Research and Development funds contribution shall be effective and shall be made during the first 1,000 work hours. Regular per hour contributions to the Annuity Fund, the Vacation/Holiday Fund, the Pension Fund and the Apprentice and Training Fund shall be effective and shall be made on behalf of all apprentices upon completion of first 1,000 hours.

Effective as of the dates listed below, the Contractor shall contribute to the Health and Welfare fund for each hour worked by each employee covered by this Agreement, the following amount:

Effective September 1, 2014	\$7.52 per hour
Effective August 31, 2015	\$8.12 per hour
Effective August 29, 2016	\$8.67 per hour
Effective September 4, 2017	\$9.12 per hour
Effective September 3, 2018	\$9.52 per hour

Effective as of the dates listed below, the Contractor shall contribute to the Research and Development funds for each hour worked by each employee covered by this Agreement, the following amount;

Effective September 1, 2014	\$0.25 per hour
Effective August 31, 2015	\$0.25 per hour
Effective August 29, 2016	\$0.25 per hour
Effective September 4, 2017	\$0.25 per hour
Effective September 3, 2018	\$0.25 per hour

Benefit Contributions for Apprentices Indentured before September 1, 2003. Except for the regular contribution to the Hawaii Masons' Health & Welfare Trust Fund and the Research and Development Fund, no other Trust Fund or other contributions shall be effective to or shall be made for or on behalf of an Apprentice who has not attained 1,000 work hours. Effective December 21, 1992, regular per hour contributions to the Annuity Fund, shall be effective and shall be made in behalf of all apprentices after completion of 1,000 work hours. (Note: Contributions to the Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable.)

Benefit Contributions for Apprentices Indentured From September 1, 2003. Apprentices indentured from September 1, 2003 shall receive regular per hour contributions for Health and Welfare Fund from first work hour and all other Trust Fund benefits shall apply and be made on behalf of these apprentices using rates shown on wage schedule until journeyman status is attained. (Note: Contributions to the Hawaii Construction Industry Improvement Program, and the Labor Association Contract Negotiation/Administration Fee are also applicable.)

C. Height Pay. When an employee is required to work from a bosun's chair and/or from a free-swinging cable suspended scaffold or work platform (not attached to the Building), said employee shall be paid \$1.00 per hour over his/her regular straight time rate for each hour worked on said rig.

D. Masons and Plasterers Fraternal Association. Upon receipt of the proper employee-signed authorization form, the employer agrees to deduct an amount equal to \$0.35 per hour from the net wages of said employee and transmit same to the Masons & Plasterers Fraternal Association.

E. "Davis-Bacon Projects"

1. On all Federal, State and County projects, the Contractors shall only be required to pay the wage and benefit rates as set forth below.

- (a) For the first 18 months form the date that the Contractor commences work for the project.

The "regular" wage rates as set forth in this Agreement and in effect as of The date the project is bid.

In the event the State or County or Federal Government required the payment of increased wages during the 18 months, the Contractor shall comply with such increased wages.

- (b) After the aforesaid 18-month period.

The then-current "regular" wage and benefit rates as set forth in this Agreement.

- (c) Extending beyond the 18-month period.

The 18-month period specified above may be extended on any given project, but only by mutual written agreement between the Union and the Contractor.

2. Notification to Union. The Contractor shall give appropriate written notice to the Union and to his/her employees regarding "Davis-Bacon" projects that he/she is awarded, setting forth pertinent information regarding the project and the wage/benefit rate which shall apply. This notification shall be given by means of a standard notification form, a sample copy of which is attached hereto as Exhibit "M" or by other written means which provides the same information as that set forth in said Exhibit.

3. Effective Date. This subsection ("Davis-Bacon" Projects) shall be effective as of September 1, 2003 and shall apply to all government "Davis-Bacon" projects for which Prime Contractor quotations are submitted on or after that date.

EXHIBIT "A-1"
CLASSIFICATION & HOURLY WAGE SCHEDULES

The phases of work covering the Plastering Trade shall be, but not limited to the following classifications and are in compliance with:

1. International Constitution of Local #1 Hawaii, IUBAC and Local #630, OPCMIA
2. Agreements between International Unions
3. Documented decision of record by:
 - A. Impartial Jurisdictional Disputes Board for the Construction Industry
 - B. National Labor Relations Board
 - C. Plan for the Settlement of Jurisdictional Disputes, Building & Construction Industry as approved by the Building & Construction Trades Department AFL-CIO
4. Each contractor signatory to this Agreement shall sign the Stipulation form to be made a part of Exhibit "A"

The classification and jurisdiction over work for Local #1 and Local #630 shall encompass any and all new materials, processes, and technological advances in the field of masonry including any and all synthetic materials regardless of methods of installation.

All work covered under the Plastering Trade will be listed in Exhibit "A-1".

- A. Cement Masons
- B. Plasterers
- C. Bricklayers
- D. Stonemasons
- E. Artificial Masons
- F. Marble Masons
- G. Marble, Mosaic and Terrazzo Work, and Terrazzo Helper and Grinder
- H. Tile Layer Work
- I. Pointer Caulker

J. Fireproofing & Fire Retardant Systems

- a. Jurisdiction includes all preparation, installation and repair of all cementitious fireproofing, cementitious thermal insulation and foam system to include, but not limited to refractory work, any new materials regardless of composition, technologies, brand names, and methods of installation, all cementitious sound proofing regardless of area or type of material used (does not include the installation of gypsum dry wall). All cementitious, polymer, and acrylic coatings applied over any type of materials shall be applied by plasterers regardless of methods of application or materials used.

The classifications of work for Local #1 and Local #630, even if not listed hereto, shall also be in compliance with all "green book" decisions of record granting the assignment of such work to the masons and plasterers and all settlements under the plan for Settlement of Jurisdiction Dispute, Building and Construction Industry.

EXHIBIT "A-2"

COVERING THE CLASSIFICATION & JURISDICTIONS OF THE PLASTERING TRADE

Claims to these classifications and/or jurisdiction may be verified by International Agreements, Decisions of Record and Decisions rendered by the Building and Construction Trades Department.

These classifications shall include all facets of plaster work which has been historically and/or traditionally assigned to and done by members of the OPCMIA and/or members of the IUBAC. Included, but not limited to, are all types of plastering, coatings, regardless of the type of material to be covered, stucco work, craftex, textone, all imitation and synthetic plaster, the preparation and installation of all foam and insulation board, either by sticking methods that is to receive plaster or coatings over all CMU, concrete and/or plaster substrate or backup materials. The preparation of and applications of all cementitious fireproofing or insulation over all surfaces, backup materials, or backup systems to be fireproofed or insulated. The applications of all materials, either by hand or by nozzle shall be the work of the Plasters.

The building, erection, dismantling and moving of all scaffolds regardless of heights, that is to be used primarily by the plasters, shall be the work of the mechanics (plasterers) of the trade, assisted by the tenders and as directed by their employer.

EXHIBIT "A-3"
JURISDICTION COVERING THE PLASTERERS

Shall consist of BUT NOT be limited to the following:

1. The application of all interior or exterior plastering to include, but not limited to All synthetic materials, cementitious materials, stucco, imitation stone or any patent material when cast, corner beads when struck on including the plastering and finishing with hot composition material in vats, compartments or wherever such application are required.
2. Taping and pointing of all joints, nail holes and bruises on wallboard and/or dry wall regardless of the type of materials or tools used, setting in place of plasterboards, ground blocks, patent dots, cork plates, brown, or any other like kind material to received plaster finishes.
3. Horsing of all molds and ornaments in place.
4. Horsing of all molds when precast and installation of the same.
5. Sticking, nailing or screwing all composition caps and ornaments.
6. Preparing, scratching and browning all ceilings and walls to receive terrazzo, tile, other plastic material, and any other like kind material.
7. Application of thin coat plaster of any cementitious, chemical or epoxy mixture regardless of application method use.
8. Preparation, installation and repair of all interior or exterior foam insulation board and synthetic systems including the sticking methods that is to receive plaster or coatings over all CMU, concrete and/or plaster substrate or backup and regardless of brand names such as Dryvit, Sto, "EIFS" and similar foam systems whether used on interior or exterior installations, bead boards including outsulation, ultralation, encapsulation, and lead abatement systems, or any other like kind of system.
9. Preparation installation and repair of all cementitious fireproofing, sprayed on fireproofing, foam systems and other like kind of systems, to include, but not limited to refraction work regardless of area or material to be covered.
10. Preparation installation and repair of all cementitious insulation and cementitious sound proofing regardless of area or material to be covered.

Master Agreement Covering Plasterers
in the State of Hawaii
Exhibit "A-3"
Page 2

11. Waterproofing and weatherproofing of all areas to be covered wherever required.
12. Handling, stocking, mixing of all material whether by hand or machine.
13. Use of all guns, nozzles and pumps wherever necessary to application of materials.
14. Installation of all material required for reinforcement.
15. Providing and operation of all equipment and machinery necessary.
16. Assembling of all scaffolds to be used primarily by the plasterers shall be done by the plasterers of the trade.
17. Application and removal of all protective materials, cleaning of surfaces, scraping and removal of all excess materials.
18. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification, or substitution for the work described above or any new technology which may be developed for the work described in Exhibit "A".
19. Jurisdiction over the above classifications of work shall be in compliance with any jurisdictional agreements between International Unions and/or Stipulated decisions rendered in the Green Book.
20. Settlement of disputes shall be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry as set forth and approved by the Building and Construction Trades Department, AFL-CIO.

EXHIBIT "B"

**ASSIGNMENT OF WAGES TO COVER
UNION DUES, ASSESSMENTS, AND INITIATION FEES**

TO: _____
Employer

I hereby assign to Operative Plasterers and Cement Masons International Association, Local #630, AFL-CIO, and Masons and Plasterers Fraternal Association from any wages earned or to be earned by me as your employee as a member of the bargaining unit (in my present or in any future employment by you) such sums as the said Local Union and Fraternal Association may certify as due and owing from me as membership dues, fees and/or assessments, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution of its International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and Fraternal Association each month at such times and in such manner as may be agreed upon between you and the Union and Fraternal Association at any time while this authorization is in effect.

This assignment shall be irrevocable one year from the date below, or until the termination date of the applicable collective bargaining agreement (within the meaning of the Labor Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty 20 days before expiration of each period of one year, or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Employer of my desire to revoke this agreement, or unless the same shall be automatically cancelled as provided below. This assignment is automatically cancelled when my employment ends or when I cease to be employed in a capacity represented by the bargaining unit.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

There shall be no obligation on the part of the Employer to make any deductions beyond the original term of the collective bargaining agreement existing at the date of this agreement, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deductions as provided in the agreement existing at the date of this assignment.

Date: _____

Employee's Signature

Receipt of foregoing statement is acknowledged by:

Date: _____

Employer

By: _____

EXHIBIT "B-1"

NOTIFICATION OF LOANED EMPLOYEE AND ASSIGNMENT OF WAGES TO COVER UNION DUES, ASSESSMENTS, AND INITIATION FEES

TO: Operative Plasterers and Cement Masons
International Association of the United States
And Canada, Local #630, AFL-CIO
2251 North School Street
Honolulu, Hawaii 96819

This is to notify you that _____ is loaned to me
from _____ as a _____ at a wage rate of
\$ _____ per hour for the period from _____ to _____.

Date: _____

Contractor

Signature of Contractor's Representative

IT SHALL BE THE RESPONSIBILITY IF THE CONTRACTOR UTILIZING LOANED OR BORROWED PERSONNEL TO CONTRIBUTE TO THE VARIOUS MASONS' AND/OR PLASTERERS' TRUST FUNDS IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT. IT SHALL ALSO BE THE RESPONSIBILITY OF SAID CONTRACTOR TO DEDUCT UNION DUES, ASSESSMENTS, AND INITIATION FEES FROM THE WAGES OF LOANED OR BORROWED PERSONNEL WHO SIGN THE ASSIGNMENT OF WAGE FORM AND TO TRANSMIT ALL MONIES WITHHELD IN ACCORDANCE WITH THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT.

NOTE: The signature of the employee on this Assignment of Wage Form Constitutes said employee's acknowledgement of his being on loan as specified above.

ABOVE INFORMATION CONFIRMED:

Signature of Authorized Union Representative

Date: _____

EXHIBIT "C"
NOTICE TO QUILTS, LAYOFFS, AND/OR TERMINATIONS

TO: International Union of Bricklayers and Allied Craftworkers Local #1 of Hawaii (AFL-CIO) and/or
Operative Plasterers and Cement Masons International Association of the United States and Canada.
Local #630 (AFL-CIO)
2252 North School Street
Honolulu, Hawaii 96819
Fax (808) 847-4782

Our collective bargaining agreement with you requires that we notify you on a weekly basis of the names of employees covered by that Agreement who have quit, been laid off, or have been terminated during the previous work week. In accordance with that provision, this is to officially notify you of the following:

1. _____
Name of Employee Social Security Number

- Laid Off Due to Lack of Work
- Voluntary Quit
- Discharged for Cause

Effective Date of Above: _____

We would would not
rehire this employee.

2. _____
Name of Employee Social Security Number

- Laid off Due to Lack of Work
- Voluntary Quit
- Discharged for Cause

Effective Date of Above: _____

We would would not
Rehire this employee.

Contractor

By: _____
Signature of Contractor's Representative

PRINT: Name of Above Representative

Telephone No.: _____

EXHIBIT "D"
CONFIRMATION OF HIRING SLIP

TO: _____
(Union)

(Address)

This is to confirm that _____
(Name of Employee)

_____ was hire by me on _____
(Social Security No.) (Date of Hire)

as a _____ at a wage rate of \$ _____ per hour.

He/She is to report to work at _____
(Job Location of Project)

on _____ at _____ a.m.

Contractor

Signature of Contractor's Rep.

Date: _____

ABOVE INFORMATION CONFIRMED BY:

Signature of Authorized Union Rep.

Date: _____

EXHIBIT "E"

PHYSICAL QUALIFICATION QUESTIONNAIRE

NAME: _____ S.S. NO.: _____

ADDRESS: _____

TELEPHONE NO.: _____

Date of and medical facility where you took your most recent complete annual physical: _____

Name of physician who administered that examination: _____

I certify that I have not had any illness or injury since my last complete annual physical examination which would affect my ability to perform the work of my trade and job classification.

Signature

Date: _____

PHYSICIAN'S EVALUATION

Applicant is:

- _____ A. Medically suitable for position.
- _____ B. Temporarily deferred:
 - _____ Pending correction treatment of medical problem.
 - _____ Additional medical information required.
 - _____ Further medical evaluation required.
 - _____ Re-evaluation for hire on completion of above.
- _____ C. Medically suitable for position with the following limitations or accommodations:

- _____ D. Medically unsuitable for position.

Date: _____

Physician's signature: _____

EXHIBIT "F"

CLASSIFICATION, EXAMINATION, AND RE-TRAINING

- A. Employees shall be classified as either Journeypersons of Apprentices.
1. The classification of Journeyperson shall include:
- (a) all employees who have been registered with and dispatched by the employment office of the Union and employed by a Contractor party to this Agreement as a Journeyperson.
 - (b) all employees who qualify as Journeypersons through participation in the Joint Apprenticeship Training Program, or who pass the basic qualification examination for Journeypersons as hereinafter provided, and
 - (c) all persons employed or seeking employment upon the work covered by this Agreement who have qualified as Journeypersons by reason of employment elsewhere in the trades covered hereby.
- B. All employees and applicants for employment who as of the date of execution of this Agreement have previously been registered and dispatched by the Union and employed by a Contractor party to this Agreement shall be assigned to the classifications in which they were last so dispatched and employed. New applicants for employment who have not previously been so registered, dispatched and employed shall be required to make out applications for employment showing their qualifications and experience before being permitted to register. They shall be assigned classifications based strictly upon the basis of the information disclosed in their applications and they shall be permitted to register only in such classifications.
- C. All classifications shall be determined in the first instance by the Union Dispatcher as provided in Paragraph A hereof. Any employee or applicant for employment who is dissatisfied with the classification so assigned to him/her may apply to the Joint Apprenticeship and Training Committee in writing for examination and review of his/her classification at its next regular meeting. Said employee or applicant shall remain in the previously-determined classification until such time as he/she has been reclassified by the Committee.
- D. Upon written request of the Union, any Contractor party to this Agreement or of the Association, an employee or applicant for employment must submit to an examination to

be scheduled by the Joint Apprenticeship and Training Committee. The Joint Apprentice and Training Committee shall be empowered upon the basis of such examination to reclassify the employee or applicant for employment or to certify him/her as being unqualified for employment in a phase or phases of the work of his/her particular craft. The Joint Apprenticeship and Training Committee shall also be empowered to require any employee whose name has been referred to it under this Exhibit to enroll in the training program for training in any or all phases of the trade in which he/she is found and certified as being qualified.

- E. Whenever any employee whose name has been referred to the Joint Apprenticeship and Training Committee under this Exhibit, fails to report for examination or fails to obey any order of the Committee to submit to training in any phase or phases of the work of his/her particular craft in which it has found and certified him/her to be unqualified for employment, the Joint Apprenticeship and Training Committee may notify the employment office of the Union and upon receipt of such notice the employment office shall bar the employee from Registering for employment until such time it has been notified that he/she has compiled. Similarly, whenever the Joint Apprenticeship and Training Committee has found that any employee or applicant for employment is unqualified in any phase or phases of the trades covered hereunder, it may certify him/her to the employment office to the Union as being so unqualified and the employee or applicant for employment shall not be dispatched for employment to any Contractor in such phase or phases of work.
- F. All proceedings of the Joint Apprenticeship and Training Committee shall be conducted Fairly and impartially and without regard to race, color, religion, sex, national origin, Age, physically impaired, or for being disabled veteran or a veteran of the Vietnam Era, Or to membership or non-membership in the Union or any labor organization.
- G. The Joint Apprenticeship and Training Committee shall formulate and adopt uniform Standards for selection, examination, and classification of all employees and applicants for employment referred to it. Said standards shall comply with all requirements of Hawaii and Federal laws.
- H. Any employee or applicant for employment who is aggrieved by the application to himself/Herself of any of the provisions of this Exhibit may submit his/her grievance to the Union Executive Board. Such grievance must be submitted in writing within ten (10) working days of the proceeding giving rise thereto. Failure to so present the grievance shall be deemed a waiver of remedy.

EXHIBIT "G"

SUPPLEMENTARY APPRENTICE EMPLOYMENT PROCEDURES

- A. When a Joint Apprenticeship and Training Committee has determined that its approved process of selection will not meet the goals and timetables prescribed in 29 CFR Part 30, 43 FR 20760 ff, May 12, 1978, or the requirement for additional women of the contractors it serves so they can meet their goals and timetables prescribed in 41 CFR Chapter 60, Part 60-4, 43 FR 1488 ff, April 7, 1978, then said Joint Apprenticeship and Training Committee may supplement that selection process in the following manner.
1. Maintain an open and continuous application period for female applications.
 2. Promptly process such applications in accordance with the procedures and entrance Qualification requirements of the regular apprenticeship program.
 3. Place applicants determined to be qualified into any apprenticeship openings then Available.
 4. Refer qualified female applicants unplaced in the regular apprenticeship program to participating employers for employment as supplementary apprentices pending their employment by the Joint Apprenticeship and Training Committee in the regular apprenticeship program. A Contractor may employ such qualified supplementary apprentices not in excess of the number required to achieve the goals and timetables requirements of 41 CFR 60-4.
 5. Time spent in the supplementary program must count the same as the time in the regular apprenticeship program for attaining craft status.
 6. Women who transfer from the supplementary program to the regular program shall have all time spent in the supplementary program count towards attaining craft status on the same basis as if the time had been spent in the regular program.
 7. Women who never transfer from the supplementary program will attain craft status upon Completion of the same time period as required under the regular program, and
 8. Apprentice wages are increased based upon total time spent, regardless of whether it is in the regular or supplementary program of a combination of both.

- B. Supplementary apprentices shall be paid no less than a first term apprentices in the regular program and any earned incremental increase as if enrolled in the regular program. Supplementary apprentices shall be under the general supervision and instruction of a competent craft worker.

- C. Efforts should be made to recruit supplementary apprentices from work orientation, preparatory training, and/or CETA programs. The Joint Apprenticeship and Training Committee shall continuously monitor and evaluate the supplementary apprentices during their employment and shall afford them priority consideration for available apprentice openings in the regular program consistent with the Joint Apprenticeship Committee's responsibility for maintaining a proper program. Such openings shall be offered in the chronological order in which first employed as a supplementary Exhibit "G" apprentice. Supplementary apprentices shall be registered by the registration agency in the same manner apprentices in the regular program are registered and will be certified for Davis-Bacon purposes as bona fide registered apprentices.

EXHIBIT "H"

TOOL LIST FOR PLASTERERS

Angle plane or Angle Float
Angle Plow (wife blade)
Bullnose (inside)
Bullnose (outside)
Brush (Browning)
Brush (Finishing)
Chalk Line
Darby
Dash Brusher
Ear Plugs
Float (sponge rubber) (2)
Goggles
Half Hatchet
Hard Hat
Hawk
Leather Gloves (1 pair)
Level
Nippers
Plumb Bob
Protective Clothing (Long Sleeve-Long Pants, etc.)
Rule (folding)
Scratcher
Steel Square
Straightedge (4')
Straightedge (7")
Tin Snips
Trowel, Finish
Trowel, Margin
Trowel, Midget
Trowel, Pipe
Trowel, Pointing
Trowel, Pool
Trowel, Scratch & Brown
Working boots (Steel Toe)

*All employees shall have valid First Aid Card.

EXHIBIT "I"

***SATURDAYS AS A STRAIGHT TIME "MAKE-UP" DAY AND/OR
WORKWEEK OF OTHER THAT FIVE 8-HOUR DAYS AND/OR NIGHT WORK**

This notification is for informational purposes only (monitoring and record keeping) it being specifically understood that advance approval by the Union of the scheduling listed below is not required. HOWEVER, the Union would appreciate an advance "courtesy call" whenever it is possible for the Contractor to do so.

TO: [] Local #630 O.P.C.M.I.A.
[] Local #1 I.U.B.A.C.
2251 North School Street
Honolulu, Hawaii 96819

This is to advise you:

A. Saturday "Make-Up" Day (Applicable ONLY on PRIVATE Projects).

[] that Saturday, _____ (date), was schedule as a straight time make-up day on the Following project(s):

Name and Location of Project

Name and Location of Project

B. Workweek of Other that Five 8-hour Days (Applicable ONLY on PRIVATE Projects).

[] that a workweek of four consecutive 10-hour days ([] Monday through Thursday; [] Tuesday Through Friday) has been scheduled on the following project:

Name and Location of Project

[] that a workweek of four 9-hour days, Monday through Thursday, plus four hours on Friday has been Scheduled on the following project:

Name and Location of Project

C. Nightwork (Applicable to Government as well as Private Projects).

[] that nightwork, with a scheduled starting time of _____ and a scheduled quitting time of _____

_____ has been scheduled for the following for the following period
_____ Following project:

Name and Location of Project

Contractor: _____
Signature of Contractor's Rep.: _____
PRINT name of above Rep.: _____
Telephone number: _____

EXHIBIT "J"

NOTIFICATION TO UNION AND TO EMPLOYEES
REGARDING "SWITCHING" AND/OR SUBSTITUTION OF HOLIDAYS

This notification MUST be given to the Union and to the employees affected at least five working days BEFORE the Effective date of any "switch" and/or substitution of Holidays.

TO: _____ Local #630 O.P.C.M.I.A.
2251 North School Street
Honolulu, Hawaii 96819

_____ Date of Submittal

This is to advise you:

A. Switching of Kamehameha Day, Fourth of July, or Thanksgiving day (Applicable ONLY on PRIVATE and FEDERAL Projects).

That the project(s) listed below will work on _____ (name of Holiday) at a regular straight time rates of pay. Said holiday will instead be observed on: Monday, Friday, _____ (date), with any work performed on that substitute day to be paid for At one-and-one-half times the employee's regular straight time rates of pay.

_____ Name and Location of Project

_____ Name and Location of Project

_____ Name and Location of Project

B. Substitution of the Day After Thanksgiving as a Holiday in Place of Veteran's Day (Applicable ONLY on PRIVATE and FEDERAL Projects).

That the project(s) listed below will work on _____ (day and date), Veteran's Day, at regular straight time rate of pay.

The Veteran's Day holiday will instead be observed on Friday, November _____ (day after Thanksgiving), with any work performed on said day after Thanksgiving to be paid for at one-and-half times the employee's regular straight time rate of pay.

_____ Name and Location of Project

_____ Name and Location of Project

Contractor: _____

Signature of Contractor's Rep.: _____

PRINT name of above Rep.: _____

Telephone number: _____

EXHIBIT "K"

NOTIFICATION TO EMPLOYEES OF FAILURE OF EMPLOYER TO MAKE
PAYMENT OF CONTRIBUTIONS ON THEIR BEHALF UNDER SECTION 14-H-4

Date: _____

From: _____ Local #630 O.P.C.M.I.A.
2251 N. School Street
Honolulu, Hawaii 96819

This is to advise you that as of _____, _____
(Date) (Employer)

has been listed as being delinquent in the transmittal of contributions on your behalf to the

_____ and/or _____
(Union) (Trust Funds)

Business Manager

EXHIBIT "L"

CERTIFICATION OF RECEIPT AND ACCEPTANCE OF MASTER AGREEMENT COVERING THE PLASTERERS IN THE STATE OF HAWAII

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt and acceptance of the following documents, terms, Conditions and modifications:

1. Master Agreement ("Agreement") covering PLASTERERS in the State of Hawaii effective to and including September 1, 2014; and amended and effective to and including August 31, 2019.
2. Hawaii Masons Training Fund Declaration of Trust Agreement as executed December 28, 1977, as amended.
3. Hawaii Masons Health and Welfare Fund Declaration of Trust Agreement as executed December 28, 1977;
4. Hawaii Masons Pension Fund Declaration of Trust Agreement as executed December 28, 1977; as amended.
5. Hawaii Masons Vacation & Holiday Fund Declaration of Trust Agreement as executed December 28, 1977; as amended.
6. Hawaii Masons Annuity Fund Declaration of Trust Agreement as executed December 28, 1977; as amended.
7. Recognition of 9(a) Status:
The Union claims and the Contractor acknowledges and agrees, that a majority of its employees performing covered work have authorized the Union to represent them in collective bargaining. The Union has offered to establish its majority status by allowing Contractor to examine authorization cards voluntarily executed by employees in the appropriate unit and the Contractor is satisfied that the Union represents such majority and has waived the opportunity to examine such cards: therefore, Contractor recognizes, pursuant to Section 9(a) of the LMRA, the Union as sole and exclusive bargaining representative of all employees covered under this Agreement performing bargaining unit work on all present and future job sites within the State of Hawaii.

Operative Plasterers & Cement Masons International
Association of the United States and Canada,
Local No. 630, AFL-CIO

Contractor

By _____
Authorized Signature

By _____
Business Manager

Print Name and Title

Date of Signature: _____

Street Address of Above Contractor:

Zip Code

Contractor to sign 6 copies and mail (or deliver) all 6 copies to: Telephone Number: _____

Operative Plasterers & Cement Masons
International Association of the United States and Canada,
Local #630, AFL-CIO
2251 North School Street
Honolulu, Hawaii 96819

Hawaii State Contractor's License: _____

The Union, in turn, will countersign all 6 copies and distribute copies

EXHIBIT "M"

NOTIFICATION REGARDING GOVERNMENT 'DAVIS-BACON' PROJECT

To: Operative Plasterers & Cement Masons International Association of the United State & Canada, Local #630, AFL-CIO
2251 North School Street
Honolulu, Hawaii 96819

This is to advise you that we have been awarded the following government "DAVIS-BACON" project:

- A. Name of Project: _____
- B. Location of Project: _____
- C. Name of Government Contracting Agency: _____
- D. Date Project was Bid: _____
- E. Amount of Contract Award: _____
- F. Scheduled/Anticipated Starting Date of Contractor Beginning Work on Project: _____
- G. Scheduled/Anticipated Date of Contractor's Completion of Work on Project: _____
- H. The following rates of pay which were incorporated in the government bid documents at the time the project was bid shall apply for the duration of said project:

Journeyperson Plasterers	\$____ per hour
Working Foreperson	\$1.00 per hour above applicable Journeyperson rate
Foreperson*	\$2.00 per hour above applicable Journeyperson rate
Apprentice	At the applicable percentage rate on above-specified Journeyperson rate

*Shall also work with the tools of his trade as required by the Contractor.

- I. Contractor contributions to the various Trust and other Funds shall be in the regular amounts as specified in the collective bargaining agreements and shall include any increased rates of contribution as may be effective after the project was bid.
- J. A copy of this notice shall be posted on our company bulletin board or shall otherwise be distributed to our employees approximately two weeks prior to the actual commencement of work on this project.

Contractor: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

Date: _____

Distribution

- 1 copy to Union
- 1 copy to Hawaii Wall & Ceiling Industry Association
- 1 copy to be retained by Contractor

EXHIBIT "N"
CONFIRMATION OF SOLICITATION HIRING SLIP

To: Local #630, OPCMIA
2251 North School Street
Honolulu, Hawaii 96819
(808) 841-0491, FAX (808) 847-4782

Please Check One:

PLJ []
PLA []

This is to confirm that _____
(Name of Employee) (Social Security No.)

is soliciting work from me as a _____ at wage rate of _____ per hour
(Classification)

under the solicitation provision of the Local #630 OPCMIA hiring hall.

He/she is to report for work at _____ on _____
(Job Location or Project) (Date)

at _____ to _____ / _____
(Starting Time) (Person To Report To) (Phone)

Contractor

PRINT Name of above Representative

Signature of Contractor's Representative

Telephone Number

Date of Referral

EMPLOYEE CONFIRMATION OF SOLICITATION

I have solicited this referral under the solicitation provision of the Local #630 OPCMIA hiring hall. I understand that I will not be able to solicit another referral for one (1) year from the date of this referral regardless of the length of this referral.

Peter T. Iriarte

Print Name

Financial Secretary-Treasurer/
Business Manager

Member Signature

Signature / _____
Date

Date

Last Solicitation Date

ADDENDUM 1

AGREEMENT COVERING DRUGS AND OTHER CONTROLLED SUBSTANCE ON CONSTRUCTION JOB SITES IN THE STATE OF HAWAII

WITNESSETH

WHEREAS, the Union and the Company recognize that drug and alcohol abuse is a problem that effects many employees, and wish to address this problem;

WHEREAS, especially in the construction industry, an employee who is under the influence of illegal drugs or alcohol while at the workplace is abusing controlled substances while at the workplace is a danger not only to himself or herself but to his or her fellow employee's;

WHEREAS, the Union and the Company wish to make the workplace a better and safer place of employment by eliminating the danger that such employees create by being under the influence of drugs or alcohol at the workplace;

WHEREAS, such employees who are under the influence of drugs or alcohol have lower productivity than employees who are drug and alcohol free;

WHEREAS, the Union and the Company wish to have employees working at normal capacity, doing an honest day's work for an honest day's pay;

WHEREAS, the Union and the Company wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988," Public Law 100-690 in order to obtain a drug-free workplace.

A. Prohibition Against Alcohol and Controlled Substance At the Workplace.

1. Every employee who is employed by the Company and who is covered by the Master Agreement is prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using or being under the influence of a controlled substance or alcohol at the Company's workplace. Any employee who violates this prohibition shall be subject to immediate removal from the aforehead workplace, as well as other disciplinary action, including discharge.

B. Use of Over-The-Counter Medications or Medications Prescribed by a Licenced Physician.

1. Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, in NOT

prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he/she is taking such medication to his/her Foreperson and/or Supervisor, prior to commencing work at the workplace.

2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order, while not subject to disciplinary action, may nevertheless be required to leave the workplace, if consumption of that medication presents a safety hazard or prevents him/her from being able to properly perform his/her work.

C. Education and Awareness Program. To complement and foster our Joint Company and Union Policy and Program of achieving a drug-free workforce and a alcohol-free workplace; the Company shall establish and implement a Drug Education And Awareness Program which shall include the following:

1. Dissemination of information to employees at least twice a year regarding the dangers of drugs in the workplace, the Company Policy of Maintaining a drug-free workplace; the penalties that may be imposed for drug or alcohol abuse violations; and any available substance counseling programs and services, substance abuse rehabilitation programs, employee assistance programs, and other community services that are available to those who have drug or alcohol problem.

In connection with the above, employees will be encouraged to seek Counseling and other assistance from these agencies on a self-referral basis if they feel they have a need for it. An employee who voluntarily seeks help and undergoes treatment for drug or alcohol abuse prior to being required to undergo testing will NOT be subject to disciplinary action because of admitted substance abuse, provided he or she thereafter remains drug and alcohol free after commencing treatment. Failure to remain drug or alcohol free shall be considered as that employee's First Offense and subject the employee to the actions set forth under paragraph G.1 (a), below.

2. Top Management and Supervisory employees will also be trained to assist in identifying and addressing the matter of unlawful use of alcohol or of a controlled substance by employees, including the making of referrals to appropriate agencies.

D. Pre-Employment Testing.

1. Effective thirty (30) days after ratification of the Master Agreement, all current employees on the Contractors' payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/ applicant who has been laid off for thirty (30) calendar days or more or a new employee will be required to undergo a pre-employment substance

abuse test as a condition of consideration of employment with the Company facility or work area.

2. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

E. Additional Considerations Applicable to Companies Regulated by the U.S. Department of Transportation.

In the event the Company is required to comply with U.S. Department of Transportation regulations regarding workplace drug testing programs, the Company and the Union agree to comply with those regulations. It is understood and agreed that compliance with the U.S. Department of Transportation regulations shall include:

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;
2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;
3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from returning to work unless they are released to return to work by the Medical Review Officer.
4. Requiring employees who are subject to U.S. Department of Transportation Regulation and who have tested positive to undergo increased, unannounced testing for up to (sixty) 60 months; and
5. Retention of all positive test results for (five) 5 years and retention of all negative results for (twelve) months.

F. "Immediate Removal From Job/Substance Abuse Testing/Substance Abuse On-Site Screening Test".

1. The Company shall have the authority to immediately remove any employee from the workplace and to require that employee to immediately undergo, at Company expense, drug or alcohol testing, in the manner set forth below, under the following circumstances:
 - (a) For Cause. When a reasonable, objective basis exists to believe that an employee has engaged in the unlawful use of or is under the influence of a controlled substance or alcohol at the workplace as evidenced by such factors as, but not limited to, the following:
 - (i) Unsafe work habits or practices that endanger the employee

himself/herself and/or other employees;

- (ii) Abnormal work performance;
- (iii) Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;
- (iv) Frequent or unexplained absence from the workplace or job site during the employee's shift;
- (v) Abnormal personal behavior and/or poor interpersonal relations on the job;
- (vi) Discovery of controlled substances, alcohol, or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or
- (vii) Objective evidence of unlawful use of a controlled substance as provided by any Federal, State, or local enforcement agency.

In utilizing the foregoing criteria of a "reasonable, objective basis," the parties hereto expressly agree that the Federal or State Constitution law standards of "probable cause" or "reasonable suspicion" are not applicable.

The Contractor shall complete the attached form (Appendix B) prior to sending an employee to be tested for Cause.

- (b) Periodic Testing. Periodic, routine or intermittent testing shall be conducted at different times and at different intervals for all employees on the project to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy.

Post-counseling/rehabilitation or return-to-work medical examinations may be required when an employee returns to work after a long illness, disability injury, extended absence, reduction in force or as a result of a condition of reinstatement upon completion of a drug and alcohol treatment or counseling program.

As part of an annual physical the Company may require testing for those employees who are required to undergo medical examinations due to regulatory requirements of local, state or federal agencies (DOT, ICC, DOD, etc.)

- (c) Random Testing. Random testing may be used at any time.

Workforce testing may be altered or changed whenever the employees' activities are regulated by either the Department of Transportation, Department of Defense or by contract with any other branch of government or private industry.

Random testing selection will be done on a fair and impartial basis as mutually agreed upon by the parties.

2. Urine samples will be taken only under the direction of a licensed physician Designated by a Company-designed medical laboratory and the "Procedures For Medical Tests Of Urine Samples" as set forth in Appendix "A" as attached hereto shall be followed.
3. In addition, physicians and health care professionals who provide testing services for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.
4. Refusal to sign an authorization to submit to a drug, controlled substance, or alcohol test, the refusal to undergo such a test, or the refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. This aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be (a) a two (2) week suspension from work without pay and without fringe benefits accruing, for the first act of this aforesaid insubordination; (b) a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and (c) discharge from employment for the third act of this aforesaid insubordination.
5. An employee shall complete the "Consent For The Release of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.
6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission and (b) the Company shall also reimburse the employee for the cost of the retest

Where the employee believes that the positive test result is not due to unlawful use of a alcohol or a controlled substance but due to exposure to a workplace substance, or that the accuracy of the test result was confounded by a workplace substance, he/she shall have the right, at the Company's expense to have an independent laboratory designated by the Company evaluate the specimen by mass spectrometry or other state-of-the-art technology. If the evaluation indicates that the positive test result was due to a workplace substance confounded the accuracy of the test: (a) the employee will be put back to work immediately with full back pay and benefits, and with a rescission of any discipline imposed along with an explanation for such rescission; and (b) the Company shall take immediate steps to insure that employees are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity.

7. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1 (a) or (b), below, shall be subject to unannounced testing by the Company until two (2) subsequent consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

8. Provided the requirements of paragraph D.2 of this Agreement have been met, the Company shall have the authority to perform a substance abuse on-site screening test for the reasons set forth in paragraphs D.1 and F.1(a)-(c) of this Agreement. The substance abuse on-site screening test shall be conducted in accordance with the requirements of Section 329B-5.5, H.R.S. and this Agreement, including the following: (a) the test shall be administered according to the package insert that

accompanies the substance abuse on-site screening test; (b) the operator who administers the substance abuse on-site screening test shall be trained in the use and administering of the on-site screening test by the manufacturer of the on-site screening test of the manufacturer's designee; (c) any information concerning the substance abuse on-site screening test shall be strictly confidential and shall not be released to anyone without the informed written consent of the individual tested and shall not be released or made public upon subpoena or any other method of discovery, except that information relating to a positive on-site screening test result can be disclosed to the individual tested, the laboratory to which the individual is referred or as otherwise provided in 329B-5.5(5); (d) prior to the collection of any sample for substance abuse testing, the individual to be tested shall receive a written statement of the specific substances to be tested for, and no testing may be conducted for any substance not included on the written statement.

No adverse action may be taken against the employee or prospective employee who has a positive on-site substance abuse test unless the requirements of Section 329B-5.5, H.R.S., and this Agreement have been met by the company. If an employee or prospective employee has a positive screening result and the Company decides to require a substance abuse test pursuant to Section 329B-5 and this Agreement, the employee or prospective employee shall be transported by the Company to the test location within four (4) hours after obtaining the positive screening test result. The substance abuse test shall be covered by provision of this Agreement, including all provisions concerning the effects of a negative test.

The Union's prior written consent shall be obtained for the specific type of on-site screening test that will be utilized by the Company. No employee or prospective employee shall be required to submit to an on-site screening test of a type that has not been approved by the Union. Paragraph F.4. shall apply to an employee or prospective employee who has been selected to undergo a substance abuse on-site screening test; provided that if the referral for a substance abuse test is the result of an on-site screening test, an employee or prospective employee who refuses to report to the substance abuse

test or fails to report to the substance abuse test shall be given a written notice that : (a) at the time of the substance abuse on-site screening test, the employer followed the procedures under Section 329B-5.5; (b) the employee or prospective employee was informed that the employee or prospective employee refuses or fails to submit to the substance abuse test, the employer may take adverse action against the employee or prospective employee.

Agreement Reached on (Date) _____

OPERATIVE PLASTERERS & CEMENT
MASONS INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA,
LOCAL #630, AFL-CIO

CONTRACTOR

FINANCIAL SECRETARY-TREASURER/
BUSINESS MANAGER

SIGNATURE

PRINT NAME

TITLE

G. Schedule Of Disciplinary Action.

The manufacture, distribution, dispensation, possession, use of, or being under the influence of alcohol or a controlled substance by an employee, the manufacture, distribution, dispensation, possession or use of the paraphernalia of a controlled substance by an employee, or the attempt to engage in any of the foregoing by an employee, is prohibited at the Company's workplace. The violation of this aforesaid prohibition by an employee shall constitute just and proper cause for discipline, including but not limited to discharge, as defined in the Master Agreement, and as specified in this Addendum to the Master Agreement. In the event the employee engages in a separate act of misconduct, in addition to the violation of this Policy, (such as insubordination, fighting, etc.) or engages in conduct which results in physical injury or property damage, the employee may also be disciplined for such conduct or misconduct in addition to discipline for the drug or alcohol offense. Such discipline shall be in accord with principles of just and proper cause.

1. The following disciplinary actions shall be taken against an employee whose Drug or alcohol test has a positive reading, as defined in Appendix "A" hereto, or who is guilty if using or being under the influence of a controlled substance or alcohol at the workplace, and hereinafter collectively referred to as an offense:
 - (i) First Offense.
 - (1) Employee Option 1. – The employee shall be afforded the opportunity to enroll in a substance abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he/she will be allowed to return to work and to continue to work as long as he/she remains drug free, as indicated by a negative drug or alcohol test result.
 - (2) Employee Option 2 – A first-offense employee who does not choose to enroll in a substance abuse assistance or rehabilitation program shall be suspended for the length of time it takes to obtain a negative reading from a subsequent drug or alcohol test but in any case, no less than a two (2)-week suspension. The employee must make arrangement with his or her company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol test fail to produce a negative reading within three (3) months after the first offense, then the employee shall be considered as having committed his or her second offense.
 - (ii) Second Offense. A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a four (4)-week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent test fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and will not be eligible for re-employment by the Company until such time as the physician

or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.

(iii) Third Offense. Any employee who test positive for the third time will be discharged and will not be eligible for re-employment by the Company for a period of three years, unless the employee can establish through objective evidence that he or she is no longer a current alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from doing his or her job, or would constitute a threat to property or the safety of others.

2. For purposes of administering this paragraph G (Schedule of Disciplinary Actions), offenses shall be cumulative on a Company-wide basis. For example: An employee commits an offense while employed on Job A. Said employee is subsequently employed on Job B where he/she commits another offense. That offense shall be considered as his/her second offense.

H. Selling Of Controlled Substances.

1. An employee who sells or attempts to sell a controlled substance and or/the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same, shall not be eligible for re-employment by the Company.
2. Any such incidents shall also be reported to appropriate enforcement agencies.

I. Additional Considerations Applicable To Work On Federal Construction Projects.

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitute a procurement by the Federal Government or a Federal Agency of any property or services of a value of twenty-five thousand dollars (\$25,000.00) or more.

1. As a condition of employment, any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must, as required by the Federal Drug-Free Workplace Act, notify the Company within five (5) days of that conviction. Failure to do so will subject the employee to disciplinary action, including discharge.
2. As required by the Federal-Drug Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.
3. As required by the Federal Drug-Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.
4. In compliance with the U.S. Department of Defense Drug Free Workforce Clause (September 1988), any employee who has been granted access to secret or classified information – or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence – will, at Company expense, be subject to testing for the unlawful use of controlled substances.

and alcohol.

5. The Company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any work or contract.

J. Controlled Substance.

For purposes of this addendum to the Master Agreement, a "controlled substance" is defined as: any drug listed in Schedules I to V of the Controlled Substances Act, at Section 202 thereof, 21 U.S.C., Section 812. These controlled substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine.

K. Application Of Grievance Procedure And Arbitration Provisions.

Grievances of employees covered by the Master Agreement involving the application of the terms and conditions of employment set forth herein shall be subject to the Grievance Procedure and Arbitration Provisions as set forth in the Master Agreement, with the results thereof being final and binding.

L. Inclusion of Substance Abuse Treatment benefits Under The Health & Welfare Plan.

If not included, the parties hereto will recommend to the Trustees that substance abuse treatment benefits be included under the jointly administered Health & Welfare Plan, created under Section 302 of the Taft-Hartley Act. It is understood and agreed that neither the Contractor nor the Association shall be responsible for paying for substance abuse treatment if such treatment is not a Health & Welfare benefit.

M. Apprenticeship Requirements.

The parties hereto will also recommend that the passage of a drug test for unlawful use of Controlled substances be a part of the eligibility requirements for entry into and indenture Under the Apprenticeship Program maintained by the Company and the union pursuant to a Trust fund created under section 302 of the Taft-Hartley Act.

N. Disclosure Of Information.

1. The Company and the Union shall be required to disclose to one another any and all information in their possession that is necessary to enforce this Addendum to the Labor Agreement. The foregoing duty to disclose information is included herein in order for the Company and the Union to comply with their respective duties to bargain in good faith under Sections 8(a) (5) and 8 (b) (3) respectively of the National Labor Relations Act, as amended.
2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in its program except in the following limited circumstances:
 - (a) The employee-participants consent to the disclose in writing as set forth in

Appendix "E" attached hereto and made a part hereof;

- (b) The disclosure is required by a court order;
 - (c) The information is necessary to meet a medical emergency involving the employee-participant; or
 - (d) The information is required by qualified personnel for research, audit or program evaluation.
3. The Company will provide each employee who participates in the employee assistance program with a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made part hereof.
 4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.
 5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under the state law to the appropriate state or local authorities.

O. Additional Definitions.

As utilized herein, the following terms have the following meanings:

1. The term "conviction" means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;
2. The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;
3. The term "Federal Agency" means an agency as that term is defined in Section 552(f) of Title 5, United State Code;
4. The term "unlawful use of a controlled substance," "illegal use of a controlled substance," or "illegal use of drugs" means the use, consumption or ingestion of any controlled substance under any circumstances except when directed by a physician or dentist;
5. The term "workplace" means any site for the performance of the work of the Company or any location where the employee may be during paid Company time or when the employee is under the care, control, and custody of the Company; and
6. The term "drug" or "drugs" mean a controlled substance as defined herein.

P. Entire Agreement.

This document contains the entire agreement and no other substance abuse testing shall be allowed Unless by mutual written agreement between the parties.

APPENDIX A

PROCEDURES FOR MEDICAL TESTS OF URINE SAMPLES

Subject to the restrictions on medical test contained in the foregoing Amendment to the Master Agreement, urine samples shall be handled in the following manner:

- A. Collection shall be by a physician, company trained employee or designated consultant or health care professional. The presence of a Union Representative is not necessary when the collection of urine is made. Specimen containers shall be labeled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union Representative if the employee chooses.
- B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee – and in the presence of a Union representative if the employee chooses –and the employee shall initial the proper line on the log entry.
- C. The volume of each sample shall be such that sufficient amounts of urine will exist for both initial tests, confirmation tests and independent testing.
- D. Sample shall be stored in a scientifically acceptable manner.
- E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
- F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the period of time as set forth in the guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) –unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.
- G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:
 1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.
 2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).

- H. Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents – including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms shall – be delivered to the employee from whom the samples of the bodily fluids were taken.
- I. On the day that the sample is taken when tested For Cause, the Contractor shall send the employee home for the remainder of the day, and shall arrange transportation home for that employee and not allow the employee to drive home. The employee shall not be allowed to return to work until his or her test results are known.
- J. As utilized herein, the terms "drugs" or "drug" means a controlled substance as defined in the foregoing Addendum to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Addendum to the Master Agreement.

APPENDIX B

SUBSTANCE ABUSE TESTING

TYPE: _____

LOCATION
CODE: _____

SUBSTANCE ABUSE TESTING

TO: _____ DATE: _____

POSITION: _____ DEPT/PROJECT: _____

1. As an employee, you are ordered to be tested for substance abuse in accordance with Company policy and procedures, based in reasonable suspicion.
2. An appointment has been made for you to be tested at:

Date: _____

Time: _____

3. You will be escorted to the collection site by a Company official or representative. You will be provided transportation to the collection site and provided transportation to your residence upon completion of the specimen collection. Any cost accrued for transportation will be paid by the Company.
4. You will be required to sign a form voluntarily consenting to submit to testing, to provide specimen(s) as part of testing and to release the test results to the Company and its medical review officer. Failure to sign this form shall result in disciplinary action as set forth in program and procedures for disciplinary action.

5. You are hereby placed in indefinite suspension without pay pending the result of the substance abuse test. If the results are negative, you will be returned to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

All substance abuse testing required by the Company will be in accordance with any applicable local, federal, and state laws or regulations.

Unless you are advised otherwise in writing by the Company, substance abuse testing for cause shall be for the presence of alcohol in the system or for the following substances of abuse: marijuana, cocaine, amphetamines, opiates and phencyclidine.

You are advised that over-the-counter medications or prescribed drugs may result in a positive test result. For this reason, the Company's Medical Review Officer may need my assistance in identifying which medications or drugs I may be taking at the present time and may have taken within the past thirty (30) days to ensure accuracy of testing results.

I would like to voluntarily disclose that I am currently taking the medications (s) listed below:

*Please take a picture ID with you for identification at the time of testing.

If you have any questions, please contact the undersigned. Failure to undergo substance abuse testing as required by the Company may result in disciplinary action.

Director of Environmental Safety and Health,
Personnel Manager or designee

cc: Medical Review Officer

APPENDIX C

CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____ authorize _____
(Name of Patient) (Name of Testing Facility)
to disclose to _____
(Name of Employer and the Name of the Union)

Information regarding the results of any substance abuse test taken by me under the Agreement covering Drugs and Other Controlled Substances on Construction Job sites in the State of Hawaii (the "Agreement"). The purpose of the disclosure authorized herein is to determine whether I have complied with the provision of the Agreement.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug abuse Patient records, 42 CFR Part 2, and cannot be disclosed – without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically upon my termination from employment with the above-referenced employer.

Signature of patient

Date

APPENDIX D

COLLECTION STATIONS FOR DRUG TESTING

<u>Location</u>		<u>Contact Person</u>
Straub Beretania Clinic 839 South Beretania Street Honolulu, Hawaii 96813		Lois Arakawa, RN Ph. 522-4441
Straub Kapolei Clinic Kapolei Medical Park 599 Farrington Highway, Suite 100		Pat Ho Ph. 674-2930
Straub Mililani Clinic The Town Center of Mililani 95-1249 Meheula Parkway Mililani, Hawaii 96789		 Ph. 625-6444
Straub Pearlridge Clinic 98-151 Pali Momi Street, Suite 142 Aiea, Hawaii 96701		Lisa Hamlett, LPN Ph. 487-2477/483-6443
Kaneohe Family Health Center Windward Mall (2 nd Level) 46-046 Kamehameha Highway Kaneohe, Hawaii 96744		Annette DaSilva Ph. M 235-0099
Clinical Labs of Hawaii 33 Lanihuli Street Hilo, Hawaii 96720	HILO	Adrian Mangiboyat Ph. 961-4708 Fax. 935-2518
Kona Hospital Laboratory P O Box 69 Kealkekua, Hawaii 96760	KONA	Arlene Rosehill (after hours)Nina Garcia Ph. 322-9366
Maui Memorial Hospital 221 Mahalani Street Wailuku, Maui, Hawaii 96793	MAUI	(after hours) Wade Hiraga Ph. 242-2064 MAUI
Clinical Labs of Hawaii 1831 Wilipa Loop Wailuku, Maui, Hawaii 96793		Alison Horie Ph. 244-5567
Wilcox Memorial Hospital Laboratory 3420 Kuhio Highway Lihue, Kauai, Hawaii	KAUAI	Rolinda Deyro Ph. 245-1088 Carlene Oshiro Ph. 245-1087

APPENDIX E

WRITTEN CONSENT FOR DISCLOSURE OF INFORMATION CONTAINED IN THE COMPANY'S RECORDS
CONCERNING PARTICIPATION IN EMPLOYEE ASSISTANCE PROGRAM FOR ALCOHOL OR DRUG ABUSE

I, _____, request/authorize _____
(Name of employee-patient) (Name of Company)

to disclose to _____
(Name of party to receive information)

the following information: _____

for the purpose of _____

I understand that this consent is subject to revocation at any time to the extent that the employer has already disclosed such information if reliance upon this consent form. If not previously revoked, this consent will terminate upon _____

(Specific date, event or condition)

Signature of Employee

Date signed

Original to employee's file.

APPENDIX F
MEMORANDUM

TO: _____

FROM: _____
(Name of Company)

DATE: _____

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by _____
(Name of Company)

("the Company") in relation to its employee assistance program for alcohol or drug abuse are protected by federal law and regulations.

The Company cannot disclose information identifying you as a patient or participant in such program except in the following limited circumstances.

1. You (the patient) have consented in writing;
2. The disclosure is required by a court order;
3. The information is necessary to meet a medical emergency involving you;
4. The information is required by qualified personnel or research, audit or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violation may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

Copy to employee's file

ADDENDUM 2

MEMO OF INSTRUCTIONS ON THE IMPLEMENTATION OF THE OPCMIATTF

This MEMO OF INSTRUCTIONS ON THE IMPLEMENTATION OF THE OPCMIATTF is made by and between the HAWAII WALL AND CEILING INDUSTRY ASSOCIATION (hereinafter referred to as the "Association"), and the OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NO. 630, AFL-CIO (hereinafter referred to as "Local #630"), and: (1) Shall be referred to as the "OPCMIATTF MOI"; (2) Constitutes the basis of the settlement on the issues discussed between the Association and Local #630 regarding the OPCMIATTF; and (3) Shall be effective retroactive to September 1, 2014.

Section 1. O.P. INTERNATIONAL'S TRAINING TRUST FUND

1.1. It is understood that the Operative Plasterers and Cement Masons International Association of the United States and Canada, AFL-CIO (referred to herein as "O.P. International"), the parent labor organization of Local #630, along with the appropriate national employers will enact and maintain a nationwide training trust fund pursuant to section 302(c)(6) of the Taft-Hartley Act, which shall be referred to herein as the Operative Plasterers and Cement Masons International Association's Training Trust Fund or the acronym "OPCMIATTF". The exact legal name of the OPCMIATTF shall be adopted in the trust agreement which the O.P. International will enter into with the appropriate national employers when the OPCMIATTF is enacted.

1.2. The projected date for the enactment and maintenance of the OPCMIATTF is July 1, 2015. As soon as practicable after the enactment and maintenance of the OPCMIATTF, the Association and Local #630 shall become a form of settlor of the OPCMIATTF by entering into an agreement which provides that the Association and Local #630 shall be bound by the terms and provisions of the Trust Agreement which enacts and maintains the OPCMIATTF.

1.3. The OPCMIATTF will provide training and education in the field of operative plastering and cement masonry in a manner set forth herein below, to the bargaining unit set forth in the main Master Agreement, with this bargaining unit referred to herein as the "OPCMIATTF Unit".

Section 2. IMPLEMENTATION OF THE OPCMIATTF

2.1. After the enactment and maintenance of the OPCMIATTF, Local #630, the OPCMIATTF Unit, and each and every Association Contractor who is signatory to or bound by this Agreement and the Main MA, and who has employees who are in the OPCMIATTF Unit (hereinafter referred to as "OPCMIATTF Participating Contractors") shall participate in the OPCMIATTF. This participation shall include, but not be limited to the following:

(a) The OPCMIATTF Participating Contractors shall make contributions to the OPCMIATTF or the Hawaii Masons and Plasterers' Apprenticeship and Training Trust Fund (hereinafter referred to as the "Hawaii Masons Training Trust"), in the following amounts, all of which shall be set forth in the appropriate portions of the Main MA, or the wage and fringe benefit schedule attached to the Main MA;

(b) Notwithstanding anything in the Main MA to the contrary, from September 1, 2014 to and including the day before the OPCMIATTF is first enacted and maintained, the eight cents (\$0.08) per hour that Exhibit "A" to the Main MA states shall be contributed to the OPCMIATTF on behalf of the OPCMIATTF Unit who are Journeypersons, Cement Finishers, Trowel Machine Operators, the Working Foremen thereof, and the Foremen thereof, shall instead be contributed to the Hawaii Masons Training Trust;

(c) From the moment when the OPCMIATTF is first enacted and maintained and thereafter for the duration of the Main MA, the OPCMIATTF Participating Contractors' contribution rate thereto shall be the amount stated in the Main MA (eight cents (\$0.08) for each and every hour worked by each and every one of the OPCMIATTF Unit members who worked during said time period as a Journeyperson, Trowel Machine Operator, Working Foreman thereof or Foreman or Foremen thereof, with an increase to nine cents (\$0.09) after September 2, 2018 for said OPCMIATTF Unit, etc.);

(d) After said OPCMIATTF Participating Contractors begin paying the contributions to the OPCMIATTF required in sub-section 2.2 (b) above (eight cents (\$0.08), etc.) for the foregoing OPCMIATTF Unit members who worked during said time period as a Journeyperson, Trowel Machine Operator, Working Foreman thereof or Foreman or Foremen thereof, said OPCMIATTF Participating Contractors shall stop paying the above mentioned increased contributions to the Hawaii Masons Training Trust required by sub-section 2.2(a) above (eight cents (\$0.08) per hour contribution, etc.) for said OPCMIATTF Unit members, and shall thereafter pay only the regular Hawaii Masons Training Trust contributions set forth in the Main MA and Exhibit "A" thereto (\$1.05 per man hour, etc.) for said OPCMIATTF Unit members;

(e) Notwithstanding anything in the Main MA to the contrary, from September 1, 2014 to and including the day before the OPCMIATTF is first enacted and maintained, the four cents (\$0.04) per man hour worked that the Main MA and Exhibit "A" thereto states shall be contributed to the OPCMIATTF by the OPCMIATTF Participating Contractors on behalf of their OPCMIATTF Unit employees who are Apprentices, shall instead be contributed to the Hawaii Masons Training Trust;

(f) From when the moment the OPCMIATTF is first enacted to and including the expiration of the Main MA, the OPCMIATTF Participating Contractors shall contribute to the OPCMIATTF the amount stated in the Main MA (four cents (\$0.04) for each and every hour worked by each and every one of their OPCMIATTF Unit member employees who worked during said time period as Apprentices; and

(g) After said OPCMIATTF Participating Contractors begin paying the contributions to the OPCMIATTF required in sub-section 2.2 (e) above (four cents (\$0.04) etc.) for the foregoing OPCMIATTF Unit members who worked during said time period as Apprentices, said OPCMIATTF Participating Contractors shall stop paying the above mentioned increased contributions to the Hawaii Masons Training Trust required by sub-section 2.2(d) above (four cents (\$0.04) per hour, etc.) for said OPCMIATTF Unit members, and shall thereafter pay only the regular Hawaii Masons Training Trust contributions set forth in the Main MA and Exhibit "A" thereto (\$0.54 per man hour, etc.) for said Apprentice OPCMIATTF Unit members.

2.2. The foregoing contributions to the OPCMIATTF shall be made by the OPCMIATTF Participating Contractors in the following manner:

(a) Local 630, as an agent of the OPCMIATTF, shall send to each OPCMIATTF Participating Contractor a report or billing form which requires said Contractor: (i) to state information necessary to determine the amount of contributions owed to the OPCMIATTF; (ii) to use that information to calculate the contributions owed to the OPCMIATTF for the period of time covered by said report or billing form; and (iii) to pay the amount of contributions owed to the OPCMIATTF for that period of time via a separate check payable thereto;

(b) The OPCMIATTF Participating Contractors shall complete these reports or billing forms and make a check which is payable to the OPCMIATTF for the amount of contributions these reports or billing forms indicate are owed;

(c) The OPCMIATTF Participating Contractors shall send these completed these reports or billing forms and checks which are payable to the OPCMIATTF to Local #630; and

(d) Local #630 shall review these reports or billing forms and checks for accuracy upon receipt thereof. Local #630 shall ensure that the OPCMIATTF establishes an appropriate bank account with the corporate co-trustee or custodian of assets utilized by the Hawaii Masons Trust Funds on the same related but separate bank account basis that the Hawaii Masons Trust Funds have established their bank accounts with said corporate co-trustee or custodian of assets. Currently that corporate co-trustee or custodian of assets is First Hawaiian Bank. Thereafter, Local #630 shall retain these reports or billing forms on behalf of the OPCMIATTF, and shall forward these checks to said corporate co-trustee or custodian of assets for deposit in the OPCMIATTF's foregoing bank account. At no time shall Local #630 cash said checks and utilize the proceeds thereof in favor of or in the benefit of anyone other than the OPCMIATTF.


2.3. The foregoing benefits from the OPCMIATTF shall be provided either directly from the OPCMIATTF to the foregoing OPCMIATTF Unit members or indirectly by the OPCMIATTF providing these benefits to Unit members via the Hawaii Masons Training Trust, who shall then in turn provide said benefits to the foregoing sub-bargaining unit beneficiaries, pursuant to an agreement which shall be entered into between the OPCMIATTF and the Hawaii Masons Training Trust.

Section 3. DURATION

This OPCMIATTF MOI shall become retroactively effective on the same day and time the Main MA becomes effective, and shall expire on the same day and time that the Main MA expires.


IN WITNESS WHEREOF, the parties hereto have caused this MEMO OF INSTRUCTIONS ON THE IMPLEMENTATION OF THE OPCMIATTF to be executed on this 8th day of JANUARY, ~~2014~~, 2015

OPERATIVE PLASTERERS AND
CEMENT MASONS INTERNATIONAL
ASSOCIATION, LOCAL NO. 630,
AFL-CIO

By: 
It's Financial Secretary-Treasurer/
Business Manager

Peter T. Iriarte
(Print Name)

HAWAII WALL AND CEILING
INDUSTRY ASSOCIATION

By: 
It's President

Bert Beaman
(Print Name)